



**ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**  
**Summary of Proposed Changes to the 2023-2024 Admissions and**  
**Continued Occupancy Policy (ACOP)**  
**JANUARY 2023**

**The following is a summary of proposed changes to the 2023-2024 Admissions and Continued Occupancy Policy (ACOP)**

**Sections to be Amended:**

**SECTION II: ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS**

CMHA has had success with remote hearings, as permitted by PIH 2020-32, and finds that the virtual platform should be the norm, except in cases where a party requests an in-person hearing.

G. Due Process Rights for Applicants

3. Remote Informal Hearings:

Hearings shall be conducted remotely, via video teleconferencing or telephonically, absent a request by a party for an in-person hearing.

**SECTION II: ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS**

CMHA is has conducted an internal review of policies regarding public housing tenants seeking to occupy properties owned by Touchstone Property Services. In order to ensure tenants with outstanding debts pay off these balances, CMHA is amending the eligibility policy to require public housing tenants seeking to occupy Touchstone properties to either pay off the outstanding balance in full or execute a repayment agreement enforceable by the Tenant's new lease with Touchstone Property Services.

CMHA Legal has determined that this change does *not* constitute a significant amendment of the ACOP, and as such the 45-day public notice period is not required.

This proposed change adds a Subsection (J) to Section II of the CMHA ACOP. Upon a vote of the Board, Section II(J) shall be added to the ACOP and shall read as follows:

**J. Debts Owed by Tenants Seeking to Occupy Touchstone Property Services Units.**

Tenants of CMHA public housing seeking to occupy Touchstone Property Services, Inc. units shall satisfy or agree in writing to satisfy all outstanding debts to CMHA prior to qualification. Tenants with outstanding balances who seek to occupy Touchstone properties shall either 1). Pay off the balance owed CMHA in full; or 2). Execute a repayment agreement with CMHA. The repayment agreement, attached to the new CMHA Policy regarding bad debts and transfers, shall require tenants to pay off outstanding debt to CMHA on a monthly basis. Per the terms of the Repayment

Agreement, the Agreement is enforceable against the Tenant's new lease with Touchstone Property Services. Failure to comply with the terms of the agreement shall constitute a violation of the Tenant's new lease with Touchstone Property Services and may serve as grounds for eviction.

## **SECTION V: TRANSFER POLICY**

CMHA has conducted an internal review of CMHA transfer policy to ensure all elements of the policy comply with the categories set by HUD. CMHA Legal has determined that this change does *not* constitute a significant amendment of the ACOP, and as such the 45-day public notice period is not required.

The proposed change amends Section V(B) of the CMHA ACOP to read as follows:

### **A. Types of Transfers**

This policy sets forth the transfer categories. Priority for transfer, and the order in which families are transferred, shall be subject to the hierarchy, by category, set forth below.

1. Emergency Transfers are mandatory. When the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by CMHA, an emergency transfer will be required. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; or to alleviate verified disability problems of a life threatening nature. Residents approved for an emergency transfer due to building conditions will be given priority placement under the Emergency Transfer Category. Residents will receive one transfer offer. Refusal of the transfer offer, without good cause, will result in lease termination.

Emergency transfers shall take priority over new admissions.

2. Category 1: The following administrative transfers will be deemed Category 1 Transfers: They include mandatory transfers to: provide housing options to residents who are victims of federal hate crimes<sup>1</sup> or extreme harassment; **or to witnesses of crimes,<sup>2</sup> or to victims of domestic violence, dating violence, stalking, or sexual assault<sup>3</sup>**, or to alleviate verified disability problems of a serious (but not life-threatening) nature; permit portfolio conversion, modernization or demolition of units; or to permit a family that requires a unit with accessible features to occupy such a unit. Residents will receive one transfer offer.

Refusal of the transfer offer, without good cause, may result in the removal of the household from the transfer list for voluntary transfers, or lease termination in the case of a mandatory transfer.

Emergency and Urgent transfers shall take priority over new admissions.

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<sup>1</sup> Following consultation with Housing Opportunity Made Equal that such a transfer is appropriate.

<sup>2</sup> Following consultation with and upon recommendation of the local prosecutor that such a transfer is appropriate and recommended.

<sup>3</sup> The individual seeking the transfer may provide supportive referrals from a third-party social service agency, the local prosecutor or law enforcement. The procedure for a VAWA emergency transfer is outlined in the Emergency Transfer VAWA Plan, which is an addendum to this ACOP.

Requests for these transfers will be sent to the location designated by CMHA. The resident shall provide the necessary documentation to support the need for such a transfer. Transfers may also be initiated by CMHA (e.g. moving a person with mobility problems to a unit with accessible features).

3. Category 2 - Administrative Transfers are mandatory transfers within or between sites to correct serious occupancy standard problems (over or under CMHA's standards) as described below. Residents will receive one transfer offer. Refusal of the offer, without good cause, may result in the removal of the household from the transfer list for voluntary transfers, or lease termination in the case of a mandatory transfer. The Category 1 Administrative transfers will take priority over new admissions.

4. Category 3 - Administrative Transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 3 would equal more than two persons per bedroom. These transfers are mandatory. Residents will receive one transfer offer. Refusal of the offer, without good cause, may result in the removal of the household from the transfer list for voluntary transfers.

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 4 transfer (see below).

5. Category 4 Administrative Transfers are transfers within sites or between sites to correct and avoid concentration of the most economically and socially deprived families or to correct occupancy standards (voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of the opposite sex to have separate bedrooms). Approval for Category 4 transfers will only be reviewed at the time of Resident's annual recertification.

Residents will receive one transfer offer. Refusal of the transfer offer, without good cause, may result in the removal of the household from the transfer list for voluntary transfers, or lease termination in the case of a mandatory transfer.

Category 4 Administrative transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

Whenever feasible, transfers will be made within a resident's preferred geographical area.

## **Section VIII: Family Self-Sufficiency Program**

### **FAMILY SELF SUFFICIENCY**

[24 CFR 984]

#### **A. FSS PROGRAM OBJECTIVES**

The Cincinnati Metropolitan Housing Authority's FSS program seeks to help families make program toward economic security by supporting the family's efforts to:

- Increase their earned income;
- Build financial capability;
- Achieve their financial goals

The overall plan of the FSS Program is to achieve the following objectives:

- Introduce FSS to all families who are eligible to participate with the understanding that the commitment to change "begins from within."
- Implement a needs assessment to identify each family's strengths and barriers. Establish interim goals that lay the foundation for the final goals of economic self-sufficiency of each family joining FSS.
- CMHA's standards for completion of the FSS Contract of Participation include:
  - To become independent of TANF assistance;
  - To be in good standing with no current or anticipated debt to either the Housing Choice Voucher (HCV) Program or the Landlord;
  - To seek and maintain suitable employment based on the skills, education and job training of that individual and available job opportunities in the area;
  - To complete the Individual Service Plan goals set by the participant.
- Establish interagency partnerships to achieve high quality and comprehensive service delivery to all members of a family with long-term results.

The FSS Coordinators will meet with the FSS participants on an annual basis to review goals and to assess the accountability of the families and the agencies involved but will contact the participant throughout the year to ensure any potential issues are resolved or assistance is provided prior to the expiration of the Contract of Participation.

## **Section XVII: Definitions of Terms Used in This Statement of Policies**

CMHA has added language provided by Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022) to the definition of Domestic Violence:

13. Domestic Violence (i) felony or misdemeanor crimes of violence committed by a current or former spouse **or intimate partner** of the victim; (ii) by a person with whom the victim shares a child in common; (iii) by a person who is co-habiting with or has co-habited with the victim as a spouse **or intimate partner** . . .

Domestic Violence may include technological abuse, economic abuse, and a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim that may or may not constitute criminal behavior. CMHA will not discriminate against any person for exercising or enjoying, or aiding or encouraging others in the exercise or enjoyment of, VAWA housing rights or for opposing an act or practice made unlawful by VAWA.

45. Spouse - Spouse means the husband or wife of the head of the household including “a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.”

46. Stalking – any course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's individual safety or the safety of others; or (2) suffer substantial emotional distress.