



## Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

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www.clermontmha.org

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### **Clermont Metropolitan Housing Authority (CMHA) Admissions & Continued Occupancy Policy (ACOP) Summary of Changes 10/1/2023 to 09/30/2024**

#### **Complaints under the Equal Access Final Rule [Notice PIH-2014-20]**

**Addition to Chapter 2:** Applicants or tenant families who believe they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the PHA either orally or in writing. Within 10 business days of receiving the complaint, the PHA will provide a written notice to the complainant informing them that the notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination. Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted. The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16).

#### **VAWA Complaint Processing [Notice FHEO 2023-01]**

**Addition to Chapter 2:** Applicant or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing. The PHA will advise the family of their right to file a VAWA complaint with the HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone. The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination. The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See chapter 16).

#### **4-II.E. Reporting Changes in Family Circumstances**

**Current:** While the family is on the waiting list, the family, must inform the PHA, within 10 business days, of changes in family size or composition, preference status, or contact information, including current residence, mailing address, and phone number.

**Amended:** While the family is on the waiting list, the family, must inform the PHA, within 10 business days of changes in family size or composition, preference status, or contact information, including current residence, mailing address, email address, and phone number.



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### **Purging the Waiting List, page 4-12**

**Current:** To update the waiting list, the PHA will send an interest letter/application packet via first class mail to families who have reached the top of the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This updated request will be sent to the last known address that the PHA has on record for the family.

**Amended:** To update the waiting list, the PHA will send an interest letter/application packet either via an electronic system (if email has been provided) or via first class mail to families who have reached the top of the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This updated request will be sent to the last known email address or the last known address that the PHA has on record for the family. If the email is returned as not a valid email or per the family's request, the interest letter/application packet will be sent via first class mail to the last address that the PHA has on record for the family.

### **Local Preferences [24 CFR 960.206], page 4-16**

**Current:** not currently in the policy.

**Amended:** CMHA will accept up to 15 referrals a calendar year from Clermont County Public Defender's office to provide housing opportunities to homeless families in Clermont County (85 points).

**Current:** CMHA will accept up to 30 referrals a calendar year from Greater Cincinnati Behavioral Health Services (GCBHS) to provide housing opportunities to disabled families in Clermont County. \*\* (85 Pts)

**Amended:** CMHA will accept up to 40 referrals a calendar year from Greater Cincinnati Behavioral Health Services (GCBHS) to provide housing opportunities to disabled families in Clermont County. \*\* (85 Pts)

### **Definition of Homeless Preference, page 4-17**

**Current:** not currently defined in policy.

**Amended:** Adding HUD's definition of homeless. A person is considered homeless only when he/she resides in one of the places described below.

In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street), in an emergency shelter, in transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters, in any of the above places but is spending a short times (up to 30 consecutive days) in a hospital or other institution, is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and lacks resources and support networks needed to obtain housing, is being discharged within a week from an institution, such as a mental health or substance abuse treatment facility or a jail/prison, in which the person has been a resident for more than 30 consecutive days and no subsequent residence has



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been identified and the person lacks the resources and support networks needed to obtain housing, is fleeing a domestic violence housing situation and no subsequent residence has been identified and lacks the resources and support networks needed to obtain housing. The following does not meet the HUD definition of homeless: persons living in housing, even though they are paying an excessive amount for their housing, the housing is substandard and in need of repair, or the housing is crowded, persons living with relatives or friends, persons staying in a motel, including pay by the week motels, persons living in a board and care, adult congregate living facility, or similar place, persons being discharged from an institution that is required to provide or arrange housing upon release, and wards of the state, although youth in foster care may receive needed supportive services which supplements, but does not substitute for, the state's assistance.

### **5II.B. Number of Offers, page 5-5**

**Current:** The PHA has adopted a “two offer plan” for offering units to applicants. Under this plan, the PHA will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. The number of unit offers will be based on the distribution of vacancies.

**Amended:** The PHA has adopted a “one offer plan” for offering units to applicants. Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size.

### **Applying SSA COLA to Current Annual and Interim Reexaminations, page 6-26**

**Current:** not currently listed in this policy

**Amended:** Effective the day after SSA has announced COLA, PHA's are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations for family income that have not yet been completed and will be effective January 1<sup>st</sup> or later of the upcoming year. [Notice PIH 2018-24].

### **6-III.C. Utility Allowances [24 CFR 965, Subpart E) page 6-55**

**Current:** not currently listed in this policy

**Amended:** Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within the control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with an explanation about the additional allowance required. PHA's should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company [Utility Allowance GB, p 19; 24 CFR 965.508]. The family must request the higher allowance and provide the PHA with information about the amount of additional



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allowance required. The PHA will consider the following criteria as valid reasons for granting individual relief: The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading. The excessive consumption is caused by a characteristic of the unit or owner supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted. The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability. In determining the amount of the reasonable accommodation or individual relief, the PHA will allow a reasonable measure of additional use as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or PHA may conduct an internet search for an estimate of usage or additional monthly cost. Information on reasonable accommodation and individual relief charges in excess of the utility allowance will be provided to all residents at move in and with any notice of proposed allowances, schedule surcharges, and revisions. The PHA will also provide information on utility relief programs (sometimes referred to as "Medical Baseline discounts") that may be available through local utility providers. The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required. At its discretion, the PHA may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination. If the excessive consumption is caused by a characteristic of the unit or PHA supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.

### **Verification of Preference Status, page 7-18**

**Current:** agencies are not currently listed in policy

**Amended:** Referral forms from the referring agencies would be deemed sufficient evidence of preference to support referrals from CCCSI, GCBHS, CSS, YWCA, HOP, Brightview Health, Clermont County Public Defender, and Clermont County Department of Developmental Disabilities.

### **Emergency Repairs [24 CFR 966.4(h)] page 8-16**

**Current:** not currently listed in policy

**Amended:** In situations where the unit or building has a fuel burning appliance or an attached garage, missing or inoperable carbon monoxide detectors.



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### **Notification of and Participation in the Annual Reexamination Process, page 9-5**

**Current:** Families generally are required to participate in an annual reexamination interview, which must be attended by any adult (over 18) in the household. This interview may also be conducted by completing an Annual Reexamination packet by mail. If participation in an in person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation. Notification of annual reexamination interviews will be sent by first class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

**Amended:** Families generally are required to participate in an annual reexamination interview, which must be attended by any adult (over 18) in the household. This interview may also be conducted by completing an Annual Reexamination packet by mail or electronic system (if email has been provided). If participation in an in person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation. Notification of annual reexamination interviews will be sent by first class mail or via an electronic system (if email has been provided) and will contain the date, time, and location of the interview. If the email is returned as not a valid email address or per the family's request, the Annual Reexamination packet will be sent via first class mail to the address the PHA has on record for the family. In addition, it will inform the family of the information and documentation that must be brought to the interview.

### **10-II.B. Management Approval of Pets, page 10-7**

**Current:** Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

**Amended:** Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s). If animal must be licensed by state or local law, a copy of the license must be provided. A current photo of pet; signed pet application/addendum to lease agreement, verification of spay or neuter and paid pet deposit must be received.

### **Pet Agreement, page 10-8**

**Current:** Residents who have been approved to have a pet must enter into a pet agreement with the PHA, or the approval of the pet will be withdrawn. The pet agreement is the resident's certification that he/she has received a copy of the PHA's pet policy and applicable house rules, that he/she has read the policies and/or rules, understands them, and agrees to comply with them. The resident further certifies by signing the pet



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agreement that he/she understands that noncompliance with the PHA's pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

**Amended:** Residents who have been approved to have a pet must sign an application/addendum to lease agreement with the PHA, or the approval of the pet will be withdrawn. The pet application/addendum to lease agreement is the resident's certification that he/she has received a copy of the PHA's pet policy and applicable pet ownership rules, that he/she has read the policies and/or rules, understands them, and agrees to comply with them. The resident further certifies by signing the pet application/addendum to lease agreement that he/she understands that noncompliance with the PHA's pet policy and applicable pet ownership rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

### **Definition of Common Household Pet, page 10-9**

**Current:** Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered common household pets: Reptiles, Rodents, Insects, Arachnids, Wild or feral animals, Pot-bellied pigs, Animals used for commercial breeding.

**Amended:** Common household pet means a domesticated animal, such as a dog, cat, bird (such as canaries, parakeets, finches), or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered common household pets: Reptiles, Rodents (such as hamsters, mice, rats, guinea pigs, gerbils, ferrets), Insects, Arachnids, Wild or feral animals, Pot-bellied pigs, Animals used for commercial breeding.

### **Pet Restrictions, page 10-10**

**Current:** The following animals are not permitted: Dogs of the pit bull, rottweiler, chow, or boxer breeds.

**Amended:** The following animals are not permitted: Akita, American and Staffordshire Terriers, Chow Chow, Doberman Pinscher, Pit Bull, Presa Canario, Rottweiler, and Wolf Hybrids.

### **Pet Area Restrictions, page 10-11**

**Current:** not currently listed in policy

**Amended:** Add: Pets other than fish may not be left unattended in a dwelling unit for more than ten (10) hours at any one time.



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### **Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p 182], page 10-11**

**Current:** With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no pet-areas.

**Amended:** With the exception of common areas & public gathering places, as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no pet-areas.

### **Cleanliness, page 10-12**

**Current:** Not currently in the policy

**Amended:** Pets are required to be housebroken.

**Current:** Litter box requirements: pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner. Litter shall not be disposed of by being flushed through a toilet.

**Amended:** Litter box requirements: cats must be litterbox trained. Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner. Cat litterboxes should be cleaned daily but must be cleaned at least twice a week. Litter should be disposed of properly in a garbage can or dumpster, never flush down toilet. Dogs should be taken outside on a leash to relieve themselves. Dog feces should be bagged and disposed of properly in dumpster. Potty pads should not be used as a replacement to outdoor potty training.

### **Noise, page 10-12**

**Current:** Not currently in policy

**Amended:** Add: This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and, therefore, disturbs any person at any time of the day or night.

### **Pet Care, page 10-12**

**Current:** Not currently in policy

**Amended:** Add: Pets with illnesses or injuries must be immediately taken for veterinary care at the resident pet owner's expense.

### **Responsible Parties, page 10-13**

**Current:** The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**Amended:** The pet owner will be required to designate two responsible parties for the care of the pet, in case of emergency, if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. It is the responsibility of the pet owner to inform the PHA of any



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changes in the names, addresses, or telephone numbers of persons designated as responsible parties. In cases deemed to be an emergency and the PHA is unable to reach the responsible parties listed, the PHA will contact the state or local animal control agency. The PHA along with the animal control officer will then enter the premises to remove the pet.

### **Pets Temporarily on the Premises, page 10-13**

**Current:** Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

**Amended:** Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding, caring for, or harboring stray animals.

### **Inspections and Repairs, page 10-13**

**Current:** not currently in policy

**Amended:** Add: Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner. The pets must be held under physical restraint by the pet owner or responsible person until management has completed its tasks., Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of premises due to the presence of pet may be cause for lease termination.

### **Pet Rule Violations, page 10-13**

**Current:** not currently in policy

**Amended:** Add: Any resident who receives 3 lease violations due to violation of the pet rules within a 12 month period, may be required to remove the pet from CMHA owned property. A signed affidavit may be required stating that the pet is no longer on the premises and will not return in the future.

### **Pet Removal, page 10-14**

**Current:** If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

**Amended:** If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state, local, or animal control agency and request the removal of the pet.

### **Termination of Tenancy, page 10-14**

**Current:** Not currently in the policy

**Amended:** Add: Resident has received 3 lease violations for non-compliance of the pet policy within a 12 month period.





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### **Pet Related Damages During Occupancy, page 10-18 and page 10-20**

**Current:** Not currently in policy

**Amended:** Add: Renters insurance to include damages from pets is recommended, but not required by the PHA.

### **Emergency Transfer Procedures, page 12-3**

**Current:** not currently listed in this policy

**Amended:** If transfer to another public housing unit is not available due to an emergency, the PHA may allow the family to transfer to either a PBV unit or the family may be allowed to be issued a voucher under the HCV program.

### **Over Income Families [24 CFR 960.261, FR Notice 7/26/18; Notice PIH 2019-11], pages 13-15 & 13-16.**

**Amend above to include FR Notice 2/14/2023.**

**Current:** At annual or interim reexamination, if a family's adjusted income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status. If one year after the applicable annual or interim reexamination the family's income continues to be over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the PHA's over-income policies. If two years after the applicable annual or interim reexamination of the family's income continues to exceed the applicable over-income limit, the PHA will send the family written notification stating that their assistance will be terminated six months from the date of the PHA's notice. If the family continues to be over-income after the PHA's six month notice, the PHA will send the family a notice of lease termination 60 days prior to the effective date of the lease termination. If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period. The PHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019. The PHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261.

**Amended:** For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status in accordance with the continued occupancy policies below.



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**Decreases in Income [24 CFR 960.507(c)(4)]:** If, at any time, during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy in Chapter 9. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing 30 calendar days of the determination that over-income policies no longer apply to them.

**Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]:** At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 30 calendar days the PHA will notify the family in writing of the determinations and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.

**Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]:** If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 30 calendar days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies.

**Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]:** For families whose income exceeds the over-income limits for 24 consecutive months, the PHA will terminate tenancy of the family no more than six months after the final notification of the family's over-income status. During the period before termination, the over-income family will continue to be a public housing program participant until their tenancy is terminated. The PHA will continue to charge the family rent in accordance with public housing regulation, will offer the family the choice between income-based and flat rent as required by the regulations, and will prorate for mixed families. The PHA will be appropriate notice of lease tenancy termination (notice to vacate) in accordance with state and local laws.

### **Timing of the Notice [24 CFR 966.4(l)(3)(i)] page 13-28**

**Current:** The PHA will give written notice of 14 calendar days for non-payment of rent.

**Amended:** The PHA will give written notice of 30 calendar days for non-payment of rent.

### **16-I.E. Reasonable Accommodation [24 CFR 965.508]-New Reasonable Accommodation and Individual Relief**

**Current:** On request from a family that includes a disabled or elderly person, the PHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to



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make the program accessible to and usable by the family [PH Occ GB p 172]. Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB p 172]. See Chapter 2 for polices regarding the request and approval of reasonable accommodations.

**Amended:** On request from a family, PHA's must approve a utility allowance that is higher than the application amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability. [24 CFR 8 and 100, PH Occ GB p 172]. Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [24 CFR 8 and 100, PH Occ GB p 172]. See Chapter 2 for policies regarding the request and approval of reasonable accommodations. Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within the control of the resident, as the PHA deems appropriate. The family must request the higher utility allowance and provide the PHA with information about the additional allowance required. PHA's should develop criteria for granting individual relief and to notify residents about the availability of individual relief, and also to notify participants about the availability of individual relief programs (sometimes referred to as "Medical Baseline discounts") offered by the local utility company [Utility Allowance GB, p 19, 24 CFR 965.508].

### **16-VII.D. Documentation [24 CFR 5.2007], page 16-23**

**Current:** Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing.

**Amended:** Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking will be in writing.

### **Discretion to Require No Formal Documentation [24 CFR 5.2007(d)], page 16-24**

**Current:** If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.

**Amended:** If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will document acceptance of the statement or evidence in the individual's file.

Chapter 16, pages 16-23 through 16-38, any reference to VAWA will now include human trafficking in the definition.