

**BOSTON HOUSING AUTHORITY**

**RESIDENTIAL RELOCATION AND  
RE-HOUSING POLICY**

**DRAFT**

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## RESIDENTIAL RELOCATION AND RE-HOUSING POLICY (RRP)

### I. PREAMBLE

- A. Since 1980 the Boston Housing Authority has managed numerous large-scale capital improvement programs in its public housing program. The Authority's extensive experience with these programs indicated that capital improvements require, in some cases, the relocation of residents from the units they occupy.
- B. BHA residents will generally be required to relocate when their development has received capital improvement funding for unit reconfiguration, major systems upgrading, substantial modernization, demolition, disposition, or unit rehabilitation where a contractor's insurance prohibits on-going occupancy.
- C. Residential relocation will, in all cases, require BHA guarantees for permanent rehousing into units owned or leased by the Authority for residents who desire such assistance. Residential relocation may also require BHA guarantees for temporary relocation into units owned or leased by the Authority prior to assignments of permanent re-housing. In any case, relocation and permanent re-housing may or may not be to a unit located at the development where capital improvements are planned.
- D. The policy herein, called the Boston Housing Authority's Residential Relocation and Rehousing Policy (RRP), establishes fair, objective, non-arbitrary and non-discriminatory policies for the temporary relocation and permanent re-housing of its residents due to the requirements of planned capital improvement programs. This document establishes BHA policy. It is not and is not intended to be a detailed relocation plan that is capable of covering the many and varied locations projects plan redevelopment and construction projects the BHA is likely to undertake.
- E. The RRP has been established to maximize administrative efficiency, residential stability, and applicant accessibility, equality of treatment and overall fairness and objectivity throughout the course of planned construction.
- F. The RRP has been established to fulfill applicable state and federal regulations, consistent with sound management practices and policy objectives, including the Federal Uniform Relocation Assistance and Real Property Act, 42 U.S.C. 4600, *et seq.*, the Federal Relocation Regulations, 49 C.F.R. 24, Massachusetts General Law Chapter 79A, Relocation Assistance, Massachusetts State Regulations, 760 CMR 27.00, and Guidelines for Temporary Relocation from the Department of Housing and Community Development, Bureau of Relocation. The size and complexity of the Authority and available assistance has, in some cases, required waivers.
- G. The goals and objectives of the RRP are as follows:

1. To facilitate efficient construction through the temporary relocation of residents from units which require reconfiguration, major systems upgrading, or substantial modernization, demolition or disposition;
  2. To guarantee permanent re-housing into units owned or leased by the Authority for all residents whose relocation is required due to unit reconfiguration, systems upgrading, substantial modernization, demolition, or disposition;
  3. To assist residents with financial costs associated with all temporary and permanent relocation;
  4. To minimize displacement to the greatest extent possible;
  5. To develop a uniform set of standards for all capital improvement programs which require relocation, regardless of location, race, color, national origin, ancestry, age, sex, marital status, handicap, disability, presence of children, religion, sexual orientation, source of income or military service of the resident population, or funding source;
  6. To provide fair, equitable, non-arbitrary, and non-discriminatory standards for the temporary and permanent relocation of residents to units owned or leased by the BHA;
  7. To provide continued access to housing by applicants to all developments owned by the Authority, notwithstanding the existence of planned capital improvement programs which require on-site resident relocation; and,
  8. To provide appropriate accommodations for persons with disabilities.
- H. Nothing in this policy shall abrogate the rights of local, state or federal regulatory agencies to require changes in development-specific modernization, demolition, or disposition programs otherwise required by this policy in order to make them consistent with available funding or applicable statutes or regulations in effect at that time.
- I. BHA plans to demolish or dispose of units must be approved according to applicable state and federal laws or court orders.
- J. The provisions of this policy shall apply to all BHA owned public housing developments or groups of units, unless expressly waived.

## **II. POLICIES**

### **A. NON-DISCRIMINATION**

1. The Boston Housing Authority acts without discrimination on the basis of race, color, national origin, ancestry, age, sex, marital status, handicap, disability, presence of children, religion, sexual orientation, source of income, or military service in all matters that pertain to the BHA's Residential Relocation Policy.
2. The Authority shall take reasonable steps to safely house all residents relocated under this policy.
3. The Authority may negotiate a different Relocation and Rehousing Policy, in accordance with Federal and State laws and regulations under the general terms of this Policy, with a local tenant organization in a situation of substantial rehabilitation, demolition, or disposition.

## **B. NOTICE**

1. The BHA shall provide a Notice of Relocation Policies, Benefits, and Requirements to all residents of a development whose relocation is required as a result of a capital improvement program.

Such information shall be provided to residents as soon as the need for relocation due to a planned capital improvement program is determined. Notice shall be provided by personal service, and sent by certified and registered first-class mail, return receipt requested.

2. Relocation notices shall be provided to residents in the languages identified by the Authority as spoken by residents of the development.
3. **Residents who wish to temporarily or permanently relocate off-site shall notify the BHA within twenty (20) days of receipt of their Notice of Relocation Policies, Benefits, and Requirements.**
4. All residents who are required to temporarily or permanently relocate will be required to sign the appropriate relocation/re-housing agreements and all BHA administrative documents with the Authority no less than 120 days prior to the anticipated date of their initial relocation.

## **C. WAITING LISTS**

1. The BHA may be required to reduce or curtail temporarily the number of applicant offers of available units at developments with approved modernization plans in order to accommodate the need for on-site residential relocation.
2. In developments with approved capital improvement and/or redevelopment modernization plans, the number of households requiring relocation may be so numerous and the supply of projected or available appropriate vacant units so few

that the Authority will be compelled to close the waiting list COMPLETELY i.e. no NEW admissions from the waiting list whatsoever. However, such closure shall be limited to a period of one (1) year from the date the closure is announced. At the end of the first year, the Authority will determine whether it is necessary to continue the closure for another year. At the conclusion of subsequent years, a similar determination of the feasibility will be made. The total number of available units withheld from applicant offers at developments undergoing planned redevelopment shall not be greater than the number of units necessary to accommodate resident relocation, by construction phase, bedroom size, and unit type.

#### **D. ELIGIBILITY**

1. Only Qualified Resident Household Members who are listed on a Tenant Status Review (TSR) or Tenant Lease at the time approval of funding for modernization is announced shall be considered eligible for temporary and permanent relocation assistance (*See definition. "Qualified Resident Household Member" and F. I below*).
2. Only Leaseholders may be assigned temporary or permanent units as a result of planned capital improvements. (*For definition, see "Leaseholder".*)
3. At the discretion of the BHA, "Split Households" may be eligible for relocation assistance to a unit of their own. (*For definition, see "Split Households".*)

#### **E. DETERMINATION OF THE APPROPRIATE SIZE & TYPE OF UNIT**

1. A household shall only be guaranteed a unit of a size and type which corresponds to the information on the household's Tenant Status Review (TSR) at the time when the capital improvement funds which require relocation are awarded to the Authority; provided that the BHA shall make efforts to reasonably accommodate household's in which one or more members have a disability.

Upon the Authority's notification of funding award<sup>1</sup>, the right of the resident household to make additions or deletions to the household composition shall be suspended, except that deletions and additions by birth, death, marriage and operation of law (adoption, guardianship, court-ordered or parental authorization in writing of custody of a minor) with the exclusion of foster children, will be accommodated to the best of BHA's ability to ensure that all tenant households are appropriately housed. All information on the household's Tenant Status Review (TSR) will be frozen in order to determine household unit size for temporary and permanent relocation in the modernized development.

2. The Authority shall attempt to accommodate changes in unit size authorized above or unit type for households requesting on-site relocation by offering on-site temporary and permanent units of appropriate sizes and types, if available.

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<sup>1</sup> Funding award is based on the oldest funding source used in the construction phase.

3. On-site units of appropriate size and type may not be available for households who have requested on-site relocation, if their unit size or unit type changes during the course of a planned construction program.

On-site temporary and permanent units of appropriate size and type may also not be available for households who have requested on-site relocation, if state or federal funding or program approvals do not provide for a sufficient unit mix to accommodate unit size or unit type needs.

In such situations, the Authority shall offer the following relocation options:

- a. Temporary and/or permanent relocation into an on-site unit of the most appropriate size and type available at the time relocation is required, provided that the leaseholder signs a waiver of required BHA Occupancy Standards; or
- b. Temporary and/or permanent relocation into an off-site unit owned or leased by the BHA which meets their actual unit size or unit type needs.

Residents who select this option shall be granted Administrative Transfer Status. Such assignments shall be made according to the provisions of the BHA's Admissions and Continued Occupancy Policy (or successor policy).

(See "Administrative Transfer Status," Occupancy Standards, "Tenant Selection Policies," Unit of Appropriate Size, "and "Unit of Most Appropriate Size, ")

#### **F. DETERMINATION OF PERMANENT UNIT MIX**

1. The BHA shall determine the "post-construction" unit mix of a development with a planned modernization program by considering several factors including: existing household composition, household composition of the authority-wide or site-specific waiting list, design limitations and applicable state and federal regulations.

#### **G. UNIT ASSIGNMENTS**

1. Temporary Relocations: In many cases, capital improvement programs will require the temporary relocation of residents prior to permanent rehousing. Temporary relocations will be into units owned or leased by the Authority. Units will be in the development where the resident resides (on-site) or at another location (off-site), according to the provisions below:

- a. Temporary Onsite Relocation:
  - (i) The BHA shall temporarily relocate into on-site units all residents who do not request temporary off-site relocation provided units of the appropriate size and type are available on-site. The BHA reserves the right to temporarily relocate any

and all residents off-site where habitable units of appropriate size and type do not exist on-site.

- (ii) The BHA shall assign available units of appropriate size (or most appropriate size, as allowed by this policy) and type to all residents who require on-site temporary relocation.
- (iii) The BHA shall attempt to minimize the number of temporary relocations per household, consistent with construction phasing, required scope of work, the number of residents requiring on-site relocation, and the number of available units of appropriate size and type when relocation occurs.
- (iv) In some instances, because of the nature of the rehabilitation and/or improvement work to be performed in the resident's apartment which, when completed, will allow the resident to return to his/her rehabilitated unit within a relatively short time (within two (2) months), it may be appropriate for the Authority to relocate the resident to a "hotel" unit. A "hotel" unit is a vacant BHA unit usually on-site which will accommodate the resident's household on a very TEMPORARY basis for no more than two (2) months. While the Authority will make every effort to provide a unit of appropriate size to accommodate the entire household at their present development, it may not always be able to do so. The Authority, however, will not relocate any household to a unit that results in severe overcrowding or lacks an accommodation reasonably required by a person with a disability.

b. Temporary Off-Site Relocations:

- (i) The BHA shall temporarily relocate into off-site units those residents who request temporary off-site relocation.
- (ii) The BHA shall grant Administrative Transfer Status to residents who request off-site temporary relocation and assign them to an available public housing unit of appropriate size and type. Assignments of public housing units shall be done in accordance with the provisions of the BHA'S Tenant Selection and Transfer Policy (or successor policy) in effect at that time.

In addition, the BETA shall provide a subsidy certificate to all residents who request temporary off-site relocation, subject to their availability and the resident's eligibility for such assistance.

2. Resident households "in good standing" (against whom no eviction action has begun including service of a notice of private conference) who are temporarily relocated into units owned by the BHA shall be required to sign an appropriate temporary relocation agreement.

Residents against whom the BHA has a pending eviction action shall only be allowed to sign a "Use and Occupancy Agreement" for the temporary unit.

3. Residents temporarily relocated into units subsidized by the BHA's Leased Housing Program shall be required to sign the applicable program's standard lease.
4. Permanent Relocation: In all cases, residents whose relocation is required due to a planned capital improvement program shall be guaranteed permanent re-housing in a unit owned or leased by the BHA. Permanent rehousing will be in the development where the resident resided (on-site) or at another location (off-site), according to the provisions below:
  - a. Permanent On-Site Relocations:
    - (i) It is the BHA's goal to permanently relocate into on-site units all residents who do not request permanent off-site relocation.
    - (ii) The BHA shall assign available units of appropriate size and type (or most appropriate size, as allowed by this policy) to all residents who request on-site permanent relocation in accordance with this RRP.
  - b. Permanent Off-Site Relocations:
    - (i) The BHA shall permanently relocate into off-site units those residents who request permanent off-site relocation.
    - (ii) Residents who are permanently relocated off-site shall waive all rights to relocation back to the development from which they have been relocated.
    - (iii) The BHA shall grant Administrative Transfer Status to residents who request off-site permanent relocation and assign them to an available public housing unit of appropriate size and type. Assignments of public housing units shall be done in accordance with the provisions of the BHA's Tenant Selection and Transfer Policy (or successor policy) in effect at that time.

In addition, the BHA shall provide a subsidy certificate to all residents who request permanent off-site relocation, subject to their availability and the resident's eligibility for such assistance.
    - (iv) Residents who desire off-site permanent relocation may select to receive a subsidy certificate. In such situations, residents shall waive their rights to an offer of BHA owned housing otherwise available to Administrative Transfer applicants.
5. Resident households in "good standing" who are assigned a permanent on-site or off-site unit shall be required to sign the standard lease offered by the applicable program.



Residents against whom the BHA has a pending eviction action shall only be allowed to sign a "Use and Occupancy Agreement" for the permanent assignment of housing until the action is resolved.

6. Residents who are assigned temporary and permanent units as a result of relocation shall have up to five (5) days after receiving a housing offer to accept the unit.
7. Residents who are given an on-site assignment of permanent rehousing may be required to participate in an Orientation Session for the newly-constructed development prior to the date they must move into their new unit.
8. Residents who are given an off-site assignment of temporary or permanent housing shall be informed about the availability of Neighborhood Orientation Sessions. (*For definition, see "Neighborhood Orientation Session."*)
9. Residents who are assigned units as a result of temporary or permanent relocation assistance shall have up to forty-five (45) days in which to move into the assigned unit provided that residents subject to permanent relocation shall have been given 120 days advance notice.
10. To the maximum extent possible, consistent with the requirements of the planned reconstruction program, the BHA shall avoid the relocation of residents during the month of December.
11. The BHA shall only temporarily or permanently relocate resident households into buildings which are otherwise vacant if the BHA certifies that such relocation will not endanger the health and safety of the household.
12. The BHA will consider the adverse effect on a household of increased rental obligation and/or non-citizen status in the relocation decision.

#### **H. REFUSALS OF OFFERS OF HOUSING**

1. Residents who are required to temporarily and/or permanently relocate for reconstruction may only reject assigned units based upon "good cause." (*See definition - "Good cause"*)
2. Refusal to sign applicable relocation/re-housing agreements shall constitute rejection without good cause.
3. Failure to accept an assignment of temporary or permanent housing within fourteen days shall constitute rejection without good cause.
4. Failure to move into a temporary and/or permanent unit within 45 days of an acceptance of an assignment shall constitute rejection without good cause provided

that residents subject to permanent relocation shall have been given 120 days advance notice.

5. The BHA shall initiate eviction action against all residents who reject without good cause a temporary or permanent relocation assignment.
6. If a resident is unable due to a physical or mental disability to accept an offer of housing then resident shall so inform the local property manager and submit a request for a reasonable accommodation pursuant to the BHA's Reasonable Accommodation in Housing Policy.

## I. RELOCATION PAYMENTS

1. The BHA shall pay the moving costs as required by law of a resident who must move either temporarily and/or permanently. The BHA will solicit proposals from moving companies and will assign staff to coordinate moves.
2. Residents who must relocate shall choose the method by which they shall move. If the resident does not elect to have the BHA perform the move, the resident shall have the option to obtain reimbursement from the BHA for actual, reasonable moving and related expenses with appropriate documentation (subject to b above).
3. The BHA shall provide an advance payment of up to 50% of the BHA's fixed amount of scheduled moving costs for the appropriate bedroom size for hardship cases who wish to receive reimbursement for actual costs. (*For definition. see "Hardship Cases."*)
4. **Households, other than those temporarily displaced for a short terms, who choose not to move back to their original unit or another suitable unit within the same housing development or building, shall be considered "permanently displaced" and shall be entitled to the full range of relocation benefits, including a rent differential, if any, at the relocation unit as provided at**
5. Households which are not required to relocate shall not be eligible for relocation payments.

## J. CONTINUED OCCUPANCY

1. Nothing in this policy shall supersede any of the Authority's established Continued Occupancy policies as found in its Admissions and Continued Occupancy Policy (ACOP) or successor policy in effect at the time of the relocation.
2. Residents who have temporarily or permanently relocated off-site into a BHA-leased unit shall be approved for Administrative Transfer Status if their lease is terminated through no fault of their own.
3. Qualified members of temporarily or permanently relocated households (except personal care attendants) shall have full rights to apply for and be granted Residual

Tenancy, if eligible, in the event that the principal leaseholder is unable to permanently remain in the unit due to death, incapacity, or reasons of health. Residents granted Residual Tenancy shall be eligible for relocation assistance otherwise available to the prior head of household.

4. Residents who are evicted for cause or who leave under threat of eviction from a BHA-owned temporary unit shall forfeit all rights to further temporary or permanent relocation assistance, including the provision of relocation payments.
5. Residents who are evicted from BHA-leased temporary units for reasons which would be grounds for eviction from BHA-owned units shall forfeit all rights to further temporary or permanent relocation assistance, including the provision of relocation payments.

#### **K. CONFERENCE, APPEAL, AND GRIEVANCE**

1. All residents who have received a notice of relocation policies, benefits and requirements or who have been required to temporarily or permanently relocate under this policy shall have the same conference, appeal and grievance rights as all other residents regarding BHA action or inaction. **In addition, at the conclusion of the BHA grievance process, any resident not satisfied with the BHA's decision regarding their eligibility for a relocation payment or their amount of relocation payment may petition the Bureau of Relocation ("BOR"), Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114.**
2. **All residents shall have the right to submit to the BOR, written comments regarding the Relocation Plan developed by the BHA pursuant to this policy. The BHA shall be obliged to forward all written responses regarding the Relocation Plan developed pursuant to this policy to the BOR.**

#### **L. COMPLAINTS OF DISCRIMINATION**

1. All residents who have received a notice of relocation policies, benefits and requirements or who have been required to temporarily or permanently relocate under this policy shall have the same rights to file a complaint alleging discrimination as all other residents of the Authority. Residents should forward complaints to the BHA Civil Rights Department, Massachusetts Commission Against Discrimination and U.S. Department of Housing and Urban Development.

#### **M. WAIVER**

1. Any provision of this policy not required by law may be waived when the viability of the planned capital improvement program would suffer substantial hardship through its administration or when the program has experienced unanticipated circumstances which merit resolution.

2. Any provision of this policy not required by law maybe waived when applicants, resident relocatees, or other Authority residents would suffer substantial hardship or substantial injustice through its administration or when a household has experienced unanticipated circumstances which merit resolution.

## **N. AMENDMENTS**

1. The Authority will periodically review and evaluate the effectiveness of this policy as it applies to the efficient management of construction, the fair and equitable treatment of residents and applicants, and conformity with applicable state and/or federal laws and regulations.
2. The Authority may amend the RRP to improve its efficiency, to improve construction scheduling, to provide for greater fairness and equity towards residents and applicants, and to ensure full compliance with applicable state and/or federal laws and regulations.
3. All amendments to the RRP shall be submitted for review and comment to tenant organizations according to the provisions of applicable BHA policies governing resident participation in the affairs of the BHA.
4. Development-specific amendments to this Plan shall be submitted for review and comment to the local tenant organization which represents the development according to the provisions of applicable BHA policies governing resident participation in the affairs of the BHA.
5. All amendments to the RRP shall be submitted for appropriate agency approval as required by state and/or federal law or regulation.

## **O. LEASED HOUSING**

1. The Authority's Leased Housing Division shall grant housing subsidy vouchers or certificates to residents who have requested either temporary or permanent off-site relocation, subject to their availability and household eligibility.

## DEFINITIONS

### GOOD CAUSE:

A set of standards used by the Authority to determine the need for special consideration, in order to avoid a verifiable hardship, when offering housing accommodations, or when determining whether the rejection of an offer of an appropriate unit is justifiable.

The basis for the assignment or rejection must be clearly documented (as described below) and cannot be related to race, color, sex, sexual orientation, religion or national origin. Examples of situations warranting special consideration in an assignment or in the rejection of a unit for good cause are:

1. THE TEMPORARY HOSPITALIZATION OR ON-DUTY MILITARY ASSIGNMENT OF THE PRINCIPAL HOUSEHOLD MEMBER, OTHER HOUSEHOLD MEMBER NECESSARY FOR THE CARE OF THE PRINCIPAL HOUSEHOLD MEMBER, OR A PERSONAL CARE ATTENDANT LISTED ON THE FINAL APPLICATION OR MOST RECENT TSR.

#### ACCEPTABLE DOCUMENTATION

A statement on letterhead stationery from a member of the professional staff at the hospital or health care facility (clinic) indicating the name of the individual (must be the principal household member or the household member necessary for the care of the principal member or a personal care attendant), the date of admission, date of anticipated discharge (if known) or an estimate of the anticipated length of confinement or a statement from the individual's commanding officer indicating the date the assignment began and anticipated length of active duty (if known).

2. THE INACCESSIBILITY OF PUBLIC TRANSPORTATION TO THE NIGHT-TIME EMPLOYMENT OF THE PRINCIPAL HOUSEHOLD MEMBER.

#### ACCEPTABLE DOCUMENTATION

A Statement from the employer, on letterhead stationery, indicating the specific hours of employment, the date employment commenced, whether it is a permanent shift assignment and whether the company provides transportation benefits,

3. THE AGGRAVATION OF A SERIOUS MEDICALLY DETERMINABLE IMPAIRMENT.

#### ACCEPTABLE DOCUMENTATION

A statement from a health care professional (physician, physician's assistant, psychologist) which establishes the precise reasons a particular type of unit (or unit location) is needed or why acceptance of the unit already offered would aggravate a serious medically determinable

impairment or condition. The statement NEED NOT provide information regarding the nature of the condition but must contain sufficient detail to establish why a particular type of unit (or unit location) is needed or why acceptance of the unit offered would aggravate the condition.

4. **INACCESSIBILITY TO MEDICALLY SUPPORTIVE INSTITUTIONS FOR ELDERLY, HANDICAPPED OR DISABLED HOUSEHOLD MEMBERS**

ACCEPTABLE DOCUMENTATION

A statement on letterhead stationery from a member of the professional staff at a hospital or health care facility (clinic) which certifies that the elderly, handicapped or disabled household member(s) carries a diagnosis (the nature of the condition need not be revealed) which requires on-going regular or emergent care at the facility. The statement must also indicate when the individual(s) began treatment at that facility, frequency of the treatment, anticipated length of treatment and whether similar or identical care could be provided at other facilities in the Boston area.

**LEASEHOLDER:**

A leaseholder is a qualified member of a resident household who has primary responsibility for the occupancy of a dwelling unit. More than one qualified member may be a leaseholder.

**NEIGHBORHOOD ORIENTATION SESSION:**

A Neighborhood Orientation Session is available for all applicants and transfer applicants who wish to be oriented to any BHA family development prior to receiving or accepting an offer or assignment of housing.

This program acquaints applicants and transfer applicants with the various services available in BHA developments and their surrounding neighborhoods, including public transportation services, social service agencies, health care facilities, playgrounds, schools, recreational facilities, stores and churches.

**OCCUPANCY STANDARDS:**

1. Bedroom Occupancy Guidelines

- a. It is the BHA's policy that its dwelling units will be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear.
- b. The following table of maximum and minimum number of persons per unit will govern the number of bedrooms required to accommodate a family of a given size and composition:

## OCCUPANCY GUIDELINES

Number of Bedrooms	Minimum Persons/Unit	Maximum Persons/Unit
013R	1.00	1.00
1 BR	1.00	2.00
2 BR	2.00	4.00
3 BR	3.00	6.00
4 BR	4.00	8.00
5 BR	5.00	10.00
6 BR	6.00	12.00

- c. The family head (and spouse, if applicable), shall be entitled to one bedroom. It will not be necessary for persons of different generations or opposite sex, other than head and spouse, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family. Children under the age of twenty-five (25) who are of the same sex shall share a bedroom, with the following exemptions: Children more than ten years apart in age and regardless of gender may qualify for separate bedrooms, if the older child is fourteen years of age or older. For example, a fifteen year-old may be eligible for a separate bedroom when living with a one-year old boy. However, a thirteen year-old girl can be required to share a bedroom with a three year old girl. However, in recognition of the shortage of large units, the BHA shall inform the resident that s/he may elect to have a child share a bedroom with a child of the opposite sex in order to become eligible for a smaller unit. Spouses and children may be assigned separate bedrooms for documented substantial health reasons. Reasonable exceptions to the above standards may be made in the case of a reasonable accommodation for a person with disabilities, an emergency situation, or at the discretion of the BHA Administrator or the Administrator's designee.
- d. An unborn child shall be counted as a person in determining unit size. A single pregnant woman shall qualify for a two bedroom unit but may be assigned to a one bedroom unit provided she requests that unit size in writing.
- e. Dwelling units will be so assigned that:
1. It will not be necessary for persons of different generations or opposite sex, other than the head and spouse, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.
  2. The living room will not regularly be used as a bedroom.
- f. The above options will be discussed with each resident family. If a family opts for a smaller unit size than would normally be assigned under the above standards, the family will be required to sign a statement agreeing to occupy the unit assigned at their request until they are eligible to apply for a transfer as provided in the BHA Admissions and Continued Occupancy Policy.

**QUALIFIED RESIDENT HOUSEHOLD MEMBER:**

Qualified resident household members are those persons who are on a leaseholder's TSR according to the Continued Occupancy policies of the Authority in effect at the time when a need for relocation is determined.

**SPLIT HOUSEHOLDS:**

A split household is a single adult or family unit, generally consisting of a parent and at least one child (including guardianships), where the family head is not the leaseholder but resides in a leaseholder's unit.

**TEMPORARILY ABSENT HOUSEHOLD MEMBER:**

Temporarily-absent household members are those qualified household members who are listed on the TSR and who are not regularly residing with the resident household as a result of at least one of the following reasons:

- a. Hospitalization;
- b. On-duty military service;
- c. Employment or school attendance at another location;
- d. Commitment to the custody of a state or federal social service, mental health, youth services or correctional agency, provided that such custody was not the result of an evictable offense under the policies of the Authority and the member is not the principal leaseholder.

**UNIT OF APPROPRIATE SIZE:**

A unit of appropriate size is a dwelling unit whose number of bedrooms is sufficient to satisfy the requirements of the Authority's occupancy standards for all qualified members of a household.

**UNIT OF MOST APPROPRIATE SIZE:**

A unit of most appropriate size is a dwelling unit which is the closest approximation to the unit size needs for the qualified members of the resident household in the development in which the household lives,

Units of most appropriate size may only be used for unit size determination for the relocation of residents who have requested only on-site temporary or permanent units, if units of



appropriate size are not available and the leaseholder signs a waiver of BHA occupancy standards.

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