

## Chapter 8

### TRANSFER POLICY

#### INTRODUCTION/GENERAL TRANSFER POLICY

It is the policy of LSHA to permit a resident to transfer under certain conditions and to fulfill operational or regulatory requirements.

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

LSHA will always consider a request to transfer as a reasonable accommodation for a person with a disability. Except in emergency situations, Property Management may deny transfers when the **family is not in good standing with LSHA due to serious or repeated lease violations**. This may include non-payment of rent, housekeeping, history of disturbances, destruction of property, not current on community service, etc.

**It is the policy of the LSHA not to grant a unit transfer simply to accommodate neighbors who "cannot get along." Activities of the neighbors that impede the rights of others to the peaceful enjoyment of their unit will be treated as a lease violation and cause for termination of tenancy.**

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

### **Security Deposits**

1. Families transferring to another unit must have paid the security deposit in full.
2. LSHA will charge the families for any damages to the previous unit.
3. Security deposits will be transferred to the new account for the unit to be occupied.
4. The family is responsible to pay in full for all damages left in the previous unit.

### **A. TYPES OF TRANSFERS**

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

**Emergency Transfers** are **mandatory** when LSHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; provide housing options to residents who are **victims** of domestic violence, dating violence, sexual assault, or stalking, or protect members of the household from attack by the criminal element in a particular property or neighborhood. (See Emergency Transfer Policy for VAWA)

LSHA will authorize an emergency transfer for a participant family when the resident's unit has been damaged by fire, flood, or other cause to such degree that the unit is not habitable, provided that the damage was not the result of an intentional act on part of the resident, resident's family, or guests of the resident.

**These transfers shall take priority over new admissions.**

**Category 1 Administrative transfers** include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

**These transfers shall take priority over new admissions.**

Requests for these transfers will be made to the LSHA with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by LSHA (e.g. moving a person with mobility problems to a unit with accessible features).

**Category 2 Administrative transfers** correct serious occupancy standards problems.

**These transfers may take priority over new admissions.**

Category 2 transfers 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 5 would equal more than two persons per bedroom. **These transfers are mandatory.**

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 3 transfer.

**Category 3 Administrative transfers** may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

**These transfers may but are not required to take priority over new admissions.**

They will be processed at the rate of not to impose an administrative or maintenance burden on LSHA.

Split-family transfers may be processed as Category 3 administrative transfers. Split family transfers will be only conducted on a case-by-case basis and must have the written approval of the Executive Director prior to the transfer.

- Families that split into 2 "new" households may be transferred to two different units or
- A portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability.
- Such transfers may be made in a manner that minimizes the impact on vacant units.

## **B. TRANSFER WAIT LIST MANAGEMENT**

A staff person will be designated as the Transfer List Coordinator. This person will be responsible for maintaining the Transfer Wait List, communicating with Eligibility/Maintenance, initiating the offer process and assuring all of the necessary documentation is completed.

1. In certain circumstances, transfers will be considered first before referral for the waiting list. However, due consideration shall be given to the number of vacant units prior to any transfer.
2. If for any reason the number of vacancies is significant to the extent that the transfers would place the Authority in a position of operational instability, restrictions such as a three to one (3:1) ratio of new move-ins from the waiting list to transfer from within will be imposed to maintain financial stability of the program and operations (97-98% lease-up to be used as a guideline).

3. The nature of transfers will also be considered even under these restrictions, as it is recognized that certain life endangering conditions, as may be cause for transfer cannot be restricted by operational objectives.

### **C. TRANSFER REQUEST AND APPROVAL PROCEDURE**

**1. A centralized transfer waiting list will be administered by LSHA's occupancy staff are responsible for submitting requests for transfer including necessary documentation, to the central transfer administrator.**

**2. Transfers will be sorted into their appropriate categories by LSHA. Admissions will be made in the following order:**

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received by LSHA.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.

4. Residents in a Category 2 over/under housed status will be advised in writing that a transfer is recommended and that the family has been placed on the transfer list.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

6. The ratio of transfer to admission shall be determined based on the need and vacancies of the LSHA, however as a general rule of thumb, the LSHA will try and maintain a 3:1 ratio.

### **Transfer Processing Request Forms**

1. Residents applying for a transfer will submit a **Transfer Request Form** to their Property Manager or designated person stating the reason a transfer is being requested. Forms are not to be submitted for possible future events such as birth of a child or may get a live-in aide. The Transfer Request Form will also be used to document requests initiated by the LSHA.
2. The property manager will evaluate the request and obtain the proper verification to determine if a transfer is justified. (Refer to General Statement.) If the interview/verification process reveals that there is a problem at the family's present site, the manager will address the problem and once solved to the manager's satisfaction, the request for transfer may be approved, otherwise the request will not be approved based on the criteria.
3. All transfer requests must be forwarded to the Transfer List Coordinator on a timely basis with the appropriate documentation attached. This will assure proper placement on the wait list. If documentation cannot be obtained within 30 calendar days of the request, a new request (date and time) must be submitted.
4. The approved transfer request form will be kept in a file arranged by rank order of Transfer List, date and time of the request, and then by bedroom size.
5. If the request is approved, the Transfer List Coordinator will send the family a Transfer List Notification stating that their name has been placed on the transfer list for the reason and/or bedroom size needed.
6. If the request is denied, the Transfer List Coordinator will send the family a Transfer List Notification stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

**D. GOOD RECORD REQUIREMENT FOR TRANSFERS**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
  - have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - do not owe back rent or other charges, or evidence a pattern of late payment;
  - have fulfilled the community service requirements;
  - meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - can get utilities turned on in the name of the head of household (applicable only to those select properties with tenant-paid utilities).
2. Due to a possible long time period between the date of the transfer request and actual unit

offer, the good record requirement will be reviewed both from the date of the transfer request and again at the time of the unit offer.

3. Exceptions to the good record requirements may be made for emergency transfers or when it is to LSHAs advantage to make the transfer. The exception to the good record requirement will be made by the LSHA's Executive Director taking into account the recommendation of the Manager.

Absent a determination of exception, the following policy applies to transfers:

- If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### **E. INCENTIVE TRANSFERS**

(Not Applicable)

#### **F. WAIT LIST MAINTENANCE AND OFFER PROCESS**

Prior to an offer being made, an inspection of the tenant's current unit will be conducted to assure no lease violations exist, especially damage to the unit or poor housekeeping. The transfer may be denied based upon this inspection if serious violations exist, except in the cases of an emergency transfer, the need for a reasonable accommodation or LSHA mandated. Exceptions must be approved by the Executive Director.

The Transfer List Coordinator may request the resident's file for review, prior to making a decision on the requested transfer. (Refer to General Statement.)

#### **ACCEPTING AN OFFER**

- A. The Transfer List Coordinator will contact the receiving property manager or designated individual regarding the unit available for transfer. The Transfer List Coordinator will contact the resident and schedule an appointment for showing the unit. **The appointment should be scheduled within two (2) working days.**
- B. The Resident will be given **24 hours to accept the unit after the appointment.**
- C. The time frame between the **"appointment to show the unit" and "lease-up"** should be as short as possible, and keys for the former unit should be returned **within 72 hours of signing the new lease.**
- D. Efforts will be made to schedule the transfer over a weekend when possible, or to show the resident the unit when it becomes vacant (will allow more time to prepare for the move).

Example: Wednesday/Thursday – Appointment – Resident accepts the unit.

Friday – Resident signs lease for new unit and is given keys.

Monday – Keys for former unit returned and inspection completed.

1. If over 72 hours, the situation must be discussed with the Executive Director for an extension. If approved, the extension and reason must be documented.
  2. If not approved, the appropriate information must be documented and the proper action on the Transfer Wait List will be taken (see Refusing an Offer above).
- E. **All personal belongings must be removed from the unit**, the unit must be left in as close to move-in conditions, excepting normal wear and tear, and keys returned at the end of the 72 hour period, otherwise, charges will be assessed.

### **REFUSING AN OFFER**

If a family is on the transfer list and refuses an offered unit, they will be removed from the transfer list unless LSHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered. All offers will be documented and reason for refusal will be documented. If the family refuses a second offer, their name will be removed from the Transfer Wait List in accordance with Lease.

Good cause may be any of the following reasons:

- The new unit is more than 5 miles from the place of employment of at least one member of the family.
- The new unit is more than 5 miles from the school or job training program that at least one adult member of the family is attending.
- Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

### **G. PROCESSING IN AND OUT OF the UNIT**

A transfer will require good coordination and communication between the units. The Project Manager must have a definite agreement as to when the unit will “transfer” to the resident

A transfer will not be considered a move-out.

- There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both units carry the resident on their books at the same time.
- The resident's records will show a continuous residence in public housing in one unit or the other, but not in both units at the same time.

The transferred resident, between units, does not have to meet the admission eligibility requirements pertaining to income or preference.

**Rent Adjustments**

LSHA will notify the resident of the rent change by use of a new Lease. The rent will be pro-rated as outlined in Section 1 of the Lease Agreement.

**Reexamination Date**

The date of the transfer does not change the reexamination date.

**H. GRIEVANCE RIGHTS**

Families disagreeing with the determination may grieve the decision. See Chapter 13, Complaints, Grievances and Appeals.

**I. EXTRAORDINARY CIRCUMSTANCES**

Does not apply to LSHA.

**J. COST OF TRANSFERS**

Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, and voluntary transfers.

LSHA will bear the reasonable cost of transfers LSHA requests for demolition, disposition, rehabilitation, building system failures, VAWA, or emergency conditions due to no fault of the tenant. LSHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities and abled bodied residents that are required to transfer from an accessible unit (PIH 2010-26). The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as telephone and cable. [Public Housing Occupancy Guidebook Chapter 11.7; page 150], VAWA 2013- April 1, 2015 Notice.