



## Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

www.clermontmha.org

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### Clermont Metropolitan Housing Authority (CMHA) Admissions and Continued Occupancy Policy and Lease Summary of Changes 10/1/2024 to 09/30/2025

#### **PHA mission- page 1-3**

**Current:** The PHA's mission is to provide safe, decent, and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic, and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

**Amended:** Clermont Metropolitan Housing Authority's mission is to provide quality affordable housing opportunities in sustainable communities for the people we serve.

#### **PHA vision- page 1-3**

**Current:** None

**Amended:**

##### **Vision for Staff:**

CMHA's staff will consistently hone their leadership skills, education, and tools to best serve our families during such a rapidly changing environment.

##### **Vision for Our Families:**

CMHA will engage our families to reach their full potential while encouraging them to actively contribute to the improvement and growth of their community.

##### **Vision for Partnerships:**

CMHA will form robust partnerships with organizations that share our concern for our families with emphasis on political engagement, community organizing and advocacy as needed to affect public policy and spending priorities.

##### **Vision for Future Projects:**

CMHA will promote excellence in design, construction, and management of projects with an emphasis on developing energy efficiency, increasing accessibility, and creating ecologically friendly homes with appropriate amenities.

#### **Local Preferences [24 CFR 960.206], page 4-14**

**Current:** CMHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, stalking or human trafficking who have either been referred by a partnering service agency or consortia. The applicant must certify that the abuser will not reside with the applicant unless CMHA gives prior written approval. (7 Pts)

**Amended:** CMHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, stalking or human trafficking who have been referred by a partnering service agency. CMHA will also accept documentation from a 3<sup>rd</sup> party professional source from whom the applicant has sought assistance relating to the



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domestic violence, dating violence, sexual assault, stalking or human trafficking, a completed HUD 5382, or records from law enforcement, courts, or another administrative agency. (9 Pts)

**Current:** not currently listed in policy

**Amended:** Handicapped or disabled (7 Pts)

**Current:** Elderly (1 Pt)

**Amended:** Elderly (2 Pts)

### **Other Serious or Repeated Violations of Material Terms of the Lease-Mandatory Lease Provisions [24 CFR 966.4(I) (2) (i) and 24 CFR 966.4(f)] page 13-15**

**Current:** Repeated late payment of rent or other charges. Four late payments within a 12-month period shall constitute a repeated late payment.

**Amended:** Repeated late payment of rent or other charges. Three late payments within a 12-month period shall constitute a repeated late payment.

### **Refusal to Enter into an Agreement, page 16-9**

**Current:** When a family refuses to repayment monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following: collection agencies, small claims court, civil lawsuit, state income tax set-off program.

**Amended:** When a family refuses to repayment monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following: collection agencies, small claims court, civil lawsuit, state income tax set-off program, US Department of Justice, HUD OIG.

### **Payment Thresholds, page 16-10**

**Current:** The PHA has established the following thresholds for repayment of debts: Amounts between \$3,000 and the federal or state threshold for criminal prosecution must be repaid within 36 months. Amounts between \$2,000 and \$2,999 must be repaid within 30 months. Amounts between \$1,000 and \$1,999 must be repaid within 24 months. Amounts under \$1,000 must be repaid within 12 months.

**Amended:** The PHA has established the following thresholds for repayment of debts: Amounts between \$4,000 and \$4,999 must be repaid within 48 months. Amounts between \$3,000 and \$3,999 must be repaid within 36 months. Amounts between \$2,000 and \$2,999 must be repaid within 30 months. Amounts between \$1,000 and \$1,999 must be repaid within 24 months. Amounts under \$1,000 must be repaid within 12 months.

### **Execution of the Agreement, page 16-10**

**Current:** Any repayment agreement between the PHA and a family must be signed and dated by the head of household and spouse/cohead (if applicable).



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**Amended:** Any repayment agreement between the PHA and a family must be signed and dated by the head of household, spouse/cohead (if applicable) and all adult household members. The repayment may be transferable or may be required to be paid in full by the remaining members of the tenant family if there is a voluntary change to the head of household.

### **No Offer of Repayment Agreement, page 16-11**

**Current:** The PHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

**Amended:** The PHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, if the amount owed by the family exceeds the federal or state threshold for criminal prosecution or if the total due is more than the PHA policy maximum threshold amount. (If over the PHA policy maximum, the family may choose to make a payment that allows them to fall below the maximum threshold to avoid termination). If the repayment was established due to fraud, the family may be terminated.

### **HOTMA Income and Assets:**

Published on February 14, 2023, The Housing Opportunity Through Modernization Act of 2016 (HOTMA) Final Income Rule updated HUD regulations for various programs specific to the criteria of reviewing the income and assets of HUD assisted families. Some updates include changes to the methods for calculating family income, revising the definition of income and adjusted income, and putting a limit on public housing tenancy. The HOTMA income and asset requirements also set a limit on the amount and type of assets that assisted families may have, revised the definition of net family assets, and required that applicants for and recipients of assistance provide authorization to PHA's to obtain financial records. This resource inventory provides guidance to both PHA's and assisted families on these changes. Currently these are set to go into effect January 1, 2025. CMHA will implement these changes as mandated by HUD.

You can visit: [HOTMA Income and Assets - HUD Exchange](#) for more information and training.

### **Attachments:**

1. HOTMA Resident Fact Sheet: Income Calculation and Review
2. HOTMA Resident Fact Sheet: Health, Medical, and Childcare Deductions
3. HOTMA Resident Worksheet-Interim Reviews
4. HOTMA Resident Worksheet-Student Financial Aid
5. HOTMA Resident Fact Sheet: Assets and Real Property (coming soon)
6. HOTMA Resident Worksheet: Assets (coming soon)



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### Lease Changes

#### Payment Location (page 1 #6)

**Current:** Payments shall be made to the Clermont Metropolitan Housing Authority and delivered to 65 S Market Street, Batavia, Oh 45103.

**Amended:** Payments shall be made to Clermont Metropolitan Housing Authority or CMHA and delivered to 65 S Market Street, Batavia, OH 45103. If after hours a drop box is provided. Payments can also be dropped off to 610 Easter Rd, Bethel, Oh 45106, Bethel Woods Community Room. If a resident at the community an after hours drop box is provided. If non-resident, payments should be dropped off between the hours of 8:30-4:00.

#### Authority's Obligation, page 4, 12 (f).

**Current:** Extermination service shall be provided for all dwelling units located in multi-family buildings as conditions arise. Residents are required to report problems such as rat or insect infestation and to permit extermination unless they can prove such services are hazardous to their health as evidenced by a medical statement provided to the Authority. Resident's refusal, at any time after due notice to allow Authority or its authorized agent or contractor access to the dwelling unit for the purpose of extermination, shall constitute separate and independent grounds for termination of the Dwelling Lease and for eviction. Resident shall be required to pay for rescheduled extermination service because of Resident's refusing to permit extermination service as scheduled.



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**Amended:** Extermination service shall be provided for all dwelling units as conditions arise. Residents are required to report any infestations and to permit extermination unless they can prove such services are hazardous to their health as evidenced by a medical statement provided to the Authority. Resident's refusal, at any time after due notice to allow Authority or its authorized agent or contractor access to the dwelling unit for the purpose of extermination, shall constitute separate independent grounds for termination of the Dwelling Lease and for eviction. Resident shall be required to pay for rescheduled extermination because of Resident's refusing to permit extermination service as scheduled. Residents may also be required to pay for any extermination that cannot be completed or must be rescheduled due to lack of cooperation in preparing unit for extermination. Repeated non-cooperation for preparing unit for extermination shall constitute separate independent grounds for termination of the Dwelling Lease and for eviction.

### **Resident's Obligations, page 4, (3).**

**Current:** (3) Resident shall not make any alterations, additions, or repairs to any part of the interior or exterior of the dwelling unit.

**Amended:** A Notice of Unauthorized Alterations to Subsidized unit will be given to Resident if any alterations, additions, or repairs are completed without approval of the Authority. Damages, replacement, or correction costs incurred by the Authority may be billed to the Resident based on Material and Labor Rate schedule.

**Current:** (c) Attach or place any fixtures, signs or fences on the building, common areas or the development grounds.

**Amended:** (c) Attach or place any fixtures, signs or fences on the building, common areas or the development grounds. Seasonal and holiday décor need to be removed promptly.

**Current:** F: Place any fences, sheds, swing sets, trampolines, swimming pools, etc. in the yard.

**Amended:** F: Place any fences, sheds, swing sets, trampolines, swimming pools, inflatables (bouncy houses), canopies, etc. in the yard.

**Current:** Not currently in lease

**Amended:** Add letter N: Resident shall not change or remove any blinds that have been provided by the Authority. If blinds need replaced, please contact the Authority for work order. If damage is caused by a tenant or their guest, the Resident may be billed for damages based on Material and Labor Rate schedule.

### **Resident's Obligations, page 5, (13)**

**Current:** Boats, buses, campers, trailers, or large trucks are not allowed.

**Amended:** Boats, buses, campers, trailers, go karts, off road motorcycles and ATVs, or large trucks are not allowed.

**Current:** Residents may be charged for damage to property due to improper parking.



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**Amended:** Resident may be charged for damage to property due to improper parking or from vehicles leaking an excessive amount of fluid.

### **Termination of the Lease, page 8**

**Current:** Termination due to over income-if the Resident is subject to termination, the Authority has up to six months after the 24-month income period to terminate tenancy.

**Amended:** For families who 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 and in accordance with the continued occupancy policies.

### **#25 Posting Policies, Rules, and Regulation:**

**Current:** Schedule of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the Authority main office and shall be furnished to applicants and Residents on request. Such schedules, rules, and regulations may be modified from time to time by the Authority provided the Authority shall give at least thirty (30) days written notice to each affected household setting forth the proposed modification and providing the Resident an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modifications becoming effective.

**Amended:** Schedule of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the Authority main office and shall be furnished to applicants and Residents on request. Such schedules, rules, and regulations may be modified from time to time by the Authority provided the Authority shall give at least thirty (30) days written notice to each affected household setting forth the proposed modification and providing the Resident an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modifications becoming effective. **Addition:** The Authority may choose to charge the family court costs and filing fees associated with the family's eviction. The charges a family may be required to pay at no time will exceed what the Authority paid. Fees associated with evictions are posted on Clermont County Clerk of Court's website under Municipal Civil-Costs and Filing Fees. These fees are subject to change at any time.