

Exhibit 6-9 Transfer Policy

Transfer determinations are made without regard to race, color, religion, national origin, sex, familial status, or disability.

- Transfers between assistance programs (i.e., Public Housing and Housing Choice Vouchers) are not allowed.
- Transfers between AHFC communities are not allowed in AHFC-Owned Housing.

1. Reasonable Accommodation

A family may request a transfer to a unit with accessible features as a reasonable accommodation for a family member with a disability that requires the features. Those types of requests are included in the explanation of AHFC's transfer categories below.

2. Transfer Categories

HUD Regulation 24 CFR 960.202(a)

Selection policies, generally.

- (1) The PHA shall establish and adopt written policies for admission of tenants.
- (2) These policies shall provide for and include the following:
 - (v) Policies of participant transfer between units, developments, and programs.

Transfers may be requested by a family or may be required by AHFC. The types of transfers are listed below in descending order of priority. For example, an emergency transfer or relocation takes priority over reasonable accommodation transfer.

1. Emergency
2. Relocation/Modernization
3. Reasonable Accommodations
4. Administrative
5. Family Requests

2.A Emergency Transfer Plan

Families in these categories take priority over a new admission.

2.A.1. Health and Safety Condition of Unit

The unit or building conditions pose an immediate threat to a family's life, health, or safety, and AHFC is unable to make repairs in less than 24 hours. Examples of emergency conditions include: a gas leak, no heat or inadequate heat in the unit during

the winter, no water, toxic contamination, lead-based paint abatement, or a serious water leak.

AHFC will pay the moving expenses and basic utility hook-up fees (not including telephone or cable fees) for this transfer where responsibility for damage is not yet established. The family may choose between having AHFC contract with a moving company to provide basic moving services or receive a flat rate not to exceed \$500 for moving expenses.

If the preponderance of evidence suggests that the damages are the responsibility of the family, the family bears the cost of the move.

2.A.2. Health and Safety of a Family Member

The immediate health or safety of a family member is at risk. The risk can be as a result of being a witness to a crime, being a victim of a hate crime or harassment, or being a victim of domestic violence, dating violence, sexual assault, or stalking.

The family is responsible for the costs associated with the move.

1. Crime

The family must request the transfer. Supporting documentation may be provided by a law enforcement agency, victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the family has sought assistance. Documentation may also include court records or law enforcement records.

2. Victim of Domestic Violence

The family must request the transfer (see section 6.A of the Violence Against Women Act exhibit for regulations regarding emergency transfers). A family eligible for the protections under VAWA may:

- a) Request a transfer to the first available unit of appropriate size in the same program in that community.
- b) Request to vacate a unit without proper notice.
- c) Request that the cost of damages to a unit as a result of domestic violence in the unit be reduced.

2.B Relocation due to Modernization

Families in this category take priority over a new admission. All HUD-assisted programs and projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Relocation due to modernization or development is scheduled and managed in accordance with 24 CFR 42.

In these instances, the Uniform Relocation Act determines which moving expenses will be paid by the family and which expenses are paid by AHFC. Families will receive written notification regarding their rights during relocation.

2.C Reasonable Accommodations

Families in this category take priority over a new admission.

2.C.1. Accessible Unit Offer Order

When a unit with accessible features becomes available, AHFC will offer the unit in the following order:

1. First, to a current tenant with disabilities who requests the accessibility features of the vacant unit who resides in a non-accessible unit within the same AMP.
2. Second, in Anchorage only, to a current tenant with disabilities living in a non-accessible unit within another Anchorage AMP, who requires the unit's accessible features.
3. Third, if there is no current tenant who requires the accessible features of the vacant unit, to a qualified applicant from the respective waiting list who requires the features of the unit.
4. Fourth, if there is no qualified applicant who requires the features, to the first qualified family on the waiting list.

2.C.2. Moving Expenses

1. AHFC will pay the moving expenses and basic utility hook-up fees (not including telephone or cable fees) for an existing tenant approved to occupy a unit with accessible features as a reasonable accommodation.
2. AHFC will pay the moving expenses and basic utility hook-up fees (not including telephone or cable fees) to relocate an existing tenant that does not require the features from an accessible unit to a standard unit.

If AHFC is paying the moving expenses, the family may choose between having AHFC contract with a moving company to provide basic moving services or receive a flat rate not to exceed \$500 for moving expenses.

2.D Administrative

HUD Regulation 24 CFR 966.4(c)

Redetermination of rent and family composition.

(3) An agreement by the tenant to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.

(4) When the PHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the PHA's schedule of Utility Allowances for families in the PHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the PHA shall notify the tenant that the tenant may ask for an explanation stating the specific grounds of the PHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHA grievance procedure.

HUD Regulation 24 CFR 966.4(d)

Tenant's right to use and occupancy.

(3)(i) With the consent of the PHA, a foster child or a live-in aide may reside in the unit. The PHA may adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining the circumstances in which PHA consent will be given or denied. Under such policies, the factors considered by the PHA may include:

(A) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.

HUD Regulation 24 CFR 966.4(e)

The PHA's obligations. The lease shall set forth the PHA's obligations under the lease, which shall include the following:

(8)(i) To notify the tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

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1. AHFC will determine the appropriate unit size for the family based on its composition at the most recent certification.
2. AHFC determinations of appropriate unit size will be provided to the family in writing.
3. The family is fully responsible for the costs associated with the move.

2.E Family Requests

Tenants may request to transfer for one of following reasons: employment, child or day care, medical care, or educational opportunities. The family is fully responsible for the costs associated with the move.

3. Notice to Move

Whenever a family is required to move, AHFC will provide a written notice to the family with their rights and the deadline to move.

4. Family Fails to Move

If a family refuses to move or is not moved within the allotted time period, the family has violated the lease agreement. Failure to move is a serious violation of the lease. If the family cannot move within the time limit, the family may request a time extension not to exceed five (5) business days.

5. Documentation

AHFC will maintain a listing of all required and requested transfers. This documentation will be archived following the procedures for archiving waiting lists.

Numbered Memo

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