
HOUSING AUTHORITY OF THE CITY OF SEATTLE
MANUAL OF OPERATIONS

SUBJECT: Resident Transfers

SCOPE: This policy shall apply to all Federally subsidized public housing programs and units administered by the Seattle Housing Authority (SHA) except those subject to partnership agreements, regulatory agreements and/or financial agreements that have been incorporated into a management plan approved by HUD and/or SHA. The policies set forth in those documents shall apply to those units and programs.

POLICY:

It is the policy of the Seattle Housing Authority to provide resident transfers between units, for reasons of domestic violence; changes in household composition to avoid over-crowding and to obtain the optimum use of its limited housing resources; health-limiting or life-threatening situations; and requests for accommodation.

For tax credit and bond financed properties, the criteria for transfers shall follow IRS regulations.

IMPLEMENTING POLICY:

There are five (5) types of transfers:

1. Domestic Violence, - (see L12.5-2)
2. ADA/504 Transfers – See the definition and criteria as outlined below.
3. Overhoused Transfers - See the definition and criteria as outlined below.
4. Underhoused Transfers - See the definition and criteria as outlined below.
5. Manager Decision Transfers - See the definition and criteria as outlined below.

A. Definitions.

1. Domestic Violence.; See L12.5-2.
2. ADA-504ⁱ Transfers: a request for accommodation of a resident's disability that requires a relocation to eliminate a major barrier to the use or enjoyment of the premises.
3. Overhoused: a change in the household composition that reduces the number of family members resulting in the unit size being no longer appropriate according to SHA's occupancy standards (see L12.1-1).
4. Underhoused: a change in the household composition that increases the number of family members resulting in the unit size being no longer appropriate according to SHA's occupancy standards (see L12.1-1).
5. Manager Decisions Transfers: a request at the discretion of the Senior Property Manager based on the interest of the household, community and / or SHA.

ⁱ Title II of the Americans with Disabilities Act (ADA). Section 504 of the Rehabilitation Act of 1973 (504)

B. Overhoused and Underhoused

1. Overhoused - SHA, in responsibly managing its housing stock shall place households in the smallest unit possible for the number of persons in the family. If a smaller unit is required due to the household size, a transfer will be mandatory and initiated by SHA management. A household who is required to move to a different size unit shall be entitled to a 30-day notice of such move in accordance with the lease provisions.
2. Underhoused – Resident initiated requests. Residents who seek to add members to their household (other than the birth of a child) must first request SHA's approval before allowing the new person to reside in their unit. With SHA's approval to add a new member to the dwelling lease, the household may qualify for a transfer to a larger unit.

C. ADA-504 Transfers

1. ADA-504 – residents who request an ADA-504 transfer must submit documentation, which provides sufficient information that describes the accommodation required to accommodate their disability. The request will be evaluated based on several factors including, but not limited to, how the requested relocation is related to the resident's disability, is the relocation necessary, is it reasonable, can a physical modification to the unit or facility be made. (See L17.1-1)

SHA shall pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another SHA unit or development as a reasonable accommodation. Transfer of residents with disabilities shall have priority over new admissions, over- and under-housed transfers.

D. Manager Decision

1. If a unit is uninhabitable due to damage caused by fire or water, or other health / hazardous conditions (i.e. mold), and cannot be put back into habitable condition within five (5) working days the Senior Property Manager may consider a permanent relocation of the household. If however, the damage is a result of intentional, reckless or negligent acts on the part of the family or their guests, relocation is not an option and eviction actions shall be initiated in accordance with the provisions of the lease.
2. If a resident testifies in a legal proceeding to assist SHA, the Seattle Police Department or other law enforcement agency, and if there is reason to believe that having done so would put the resident and or any of the members of the household at risk and if it is also reasonable to believe that a new location would remove such a threat, then the Senior Property Manager may consider a transfer.
3. If a UFAS-accessible unitⁱⁱ is occupied by a household that does not require the accessible features of the unit and an eligible, qualified applicant or existing resident with disabilities is identified who needs the accessible features, the Senior Property Manager shall transfer the household, at SHA's expense, to another appropriate unit, making the unit with UFAS-accessible features available for the applicant or resident in need.

ⁱⁱ Uniform Federal Accessibility Standards (UFAS). A dwelling unit that can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs, and is located on an accessible route.

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4. Modernizations, extensive rehabilitation of a unit(s), or other good cause shall be sufficient reason for the Property Manager to transfer residents given that adequate notice and other criteria are met.

E. Provisions

1. Resident transfers are allowed between units within the SAME housing program. Residents who wish to be housed in another housing program administered by SHA, such as the Seattle Senior Housing Program, Housing Choice Voucher program; Hope VI; or HUD Multi-family program; must apply and be placed on the housing program's waiting list, to be processed in accordance with the programs' rules and regulations.
2. Generally, the following criteria shall be applied to all transfers, with the exception of mandatory transfers, including *ADA/504* transfers:
 - a. The resident has lived in his or her current unit for at least one year. Residents who live in a tax credit or bond financed unit shall be ineligible for a transfer within his / her first six months of occupancy in his / her current unit.
 - b. The resident had no rent delinquencies for a period of six (6) months prior to the date of request for a transfer;
 - c. The resident had no more than one substantiated complaint for a period of six (6) months prior to the date of request for a transfer; and
 - d. The resident has maintained his or her unit according to satisfactory housekeeping standards. The resident will be required to have an inspection of his or her unit prior to approval of the transfer to confirm compliance with this criterion. If excessive wear and tear or damages are found, the major costs for repairs may be collected from the resident prior to the time the transfer becomes effective.
3. In accordance with IRS regulations for tax credit and bond financing, for a transfer to a tax credit or bond financed unit within the SAME building, the Resident must be program eligible. Those determined ineligible shall be held until a non-tax credit or non-bond financed unit becomes available that meets the requirements of the Resident's approved transfer.

For a transfer to a tax credit or bond financed unit within a DIFFERENT building, the Resident must be recertified as income and program eligible. Those determined ineligible shall be held until a non-tax credit or non-bond financed unit becomes available that meets the requirements of the Resident's approved transfer.

F. Approval / Denial.

The Property Management Administrator shall approve or deny all transfer requests based on his or her review of the resident's request, supporting documentation, and Senior Property Manager's recommendation, except in the case of "ADA-504" requests. ADA-504 requests shall only be denied after review and concurrence by the ADA/504 Committee in accordance with Manual Section L17.1-1.

If denied, the resident shall be informed of his or her right to request an informal hearing to review SHA's decision.

If approved, the resident will be offered not more than two units that meet the criteria of his or her transfer request. A resident may decline the offer of a unit with "good cause" only. The refusal of a second unit, regardless of the reason, shall result in the cancellation of the transfer request.

G. Changing or Canceling an Approved Transfer Request

When circumstances change; or if there is a change in the required bedroom size(s) the management staff shall complete and submit a Change of Transfer Status, SHA-1131 for re-evaluation by the Senior Property Manager (except in the case of ADA-504 transfers).

If, during the interim between *approval* of a transfer and its actual implementation, the resident's occupancy record does not conform to the standards set forth above, the Senior Property Manager may cancel the transfer request or impose a probationary period of up to six (6) months. During this period, the transfer is held in abeyance, giving the resident the opportunity to demonstrate his or her willingness and ability to comply with the above criteria. Failure to comply during the probationary period shall result in cancellation of the transfer request. Thereafter, the resident may initiate a new request after demonstrating six months of compliance with the above criteria.

H. Transferring

Upon transfer to a new unit, a new dwelling lease shall be signed, and the security deposit shall be increased to the current amount charged new residents for the same size unit. SHA shall not impose an increased security deposit when a resident is required to transfer to the same size unit as a result of a reasonable accommodation request to accommodate the resident's disability.

To minimize the time a resident may occupy two units upon acceptance of an available unit, SHA has established a timeline when the resident is expected to move into the new unit.

Residents who fail to comply with the timelines established by SHA for transferring and removing his/her personal property from the unit, as outlined in the "Statement of Understanding for a Transferring Resident" form SHA-1129, shall be responsible for all damages to his/her property in addition to being subject to a fee. If after seven (7) days of signing the lease for his/her new unit, the resident does not return the keys to the transferring community, the resident's unit may be declared abandoned and all items remaining removed from the unit in accordance with Manual Section L12.7-1. SHA may extend the seven (7) day period, as necessary, in order to accommodate a resident's disability.