OMB Approval No: 2577-0226
(exp. 02/28/2006)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009
Annual Plan for Fiscal Year 2004

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

2005 PHA PLAN ATTACHMENT LISTING

1. pa023a01 – Tenant Selection and Continued Participation Policy
2. pa023b01 – A & O Policy
3. pa023c01 – Residential Dwelling Lease
4. pa023d01 – Section 8 Administrative Plan
5. pa023e01 – TANF Agreement
6. pa023f01 – Meeting minutes of November 9, 2004 meeting with Resident Advisory Board
7. pa023g01 – DCHA Follow-up Plan for the Customer Service and satisfaction survey results.
8. Pa023h01 – Deconcentration Analysis and Policy
9. pa023i01 – Capital Fund Table
10. pa023j01 – Certification for DCHA Voluntary Conversion Initial Assessment
11. pa023k01 – Progress on Missions and Goals
12. pa023l01 – Organizational Chart
13. pa023m01 – The Mills at Parkview Lease
14. pa023v01- PHA Plan 2004

2005 DCHA POLICIES ON FILE

1. Community Center Policy
2. Affirmative Action Plan
3. By-Laws
4. Capitalization Policy
5. Resident Initiatives Policy
6. Disposition Policy
7. Drug and Alcohol Policy
8. Emergency Maintenance Policy
9. Grievance Procedures
10. Investment Policy
11. Loan Policy
12. MBE/WBE
13. Pet Policy
14. Pet Policy (S8 New Construction)
15. Personnel Policy
16. Procurement Policy
17. Reasonable Accommodations Policy
18. Record Retention Policy
19. Retirement Plan
20. Section 504 Grievance Procedures
21. Sexual Harassment Policy
22. Stale Dated Check Policy
23. Tenant Relief in Paying Excess Utilities
24. Casual Business wear Policy
25. Maintenance Policy
26. Maintenance Overtime Policy
27. Motor Vehicles Policy
28. FSS Action Plan
29. Procedure for Property Disposition
30. Procedure for Receiving Visitors
31. Purchase Order Policy

32. Purchasing Policy Audit Program
33. Range and Refrigerators Procedure
34. Smoking Policy
35. Safety Policy Statement
36. Public Housing Homeownership Program
37. Meson Lease
38. SHP Lease
39. DCHDC Lease
40. Countywide Homeownership Program
41. Economic Opportunity Plan
42. Written Communications
43. DCHA Minimum Rent Hardship Exception Policy
44. Purchase Requisition Procedures
45. Weapons Policy
46. Section 8 (NC) Lease

PHA Plan
Agency Identification

PHA Name: Delaware County Housing Authority

PHA Number: Pa023

PHA Fiscal Year Beginning: (mm/yyyy) April 1, 2005

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices
☐ Main administrative office of the local government
☐ Main administrative office of the County government
☐ Main administrative office of the State government
☐ Public library
☐ PHA website
☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

☒ Main business office of the PHA
☐ PHA development management offices
☐ Other (list below)

DELAWARE COUNTY HOUSING AUTHORITY

SUBSTANTIAL DEVIATION
AND
SIGNIFICANT AMENDMENT OR MODIFICATION
DEFINITION

Delaware County Housing Authority (DCHA) hereby defines substantial deviation and significant amendment or modification as any change in policy which significantly and substantially alters DCHA's stated mission and the persons that DCHA serves. This would include admissions preferences, demolition or disposition activities and conversion programs. Discretionary or administrative amendments consonant with DCHA's stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.

DCHA'S AGENCY PLAN AND ATTACHMENTS ARE ON DISPLAY TO THE PUBLIC. PLEASE SEE JACKIE SOP IN THE EXECUTIVE OFFICE TO VIEW THE PLAN.

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

☒ The PHA's mission is: (state mission here)

Mission Statement

Delaware County Housing Authority's Mission is to provide well maintained safe housing while honoring a commitment to enhance the quality of life within our community and for our clients.

Values

Dedicated to helping others
Customer relationships through confidence and trust.
Honor and integrity in our organization
Achieve Excellent Customer Satisfaction

SEE ATTACHMENT PA023K01 FOR DCHA'S PROGRESS ON MISSION AND GOALS.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS**. (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
☒ Apply for additional rental vouchers:

☒ Reduce public housing vacancies:
☒ Leverage private or other public funds to create additional housing opportunities:
☒ Acquire or build units or developments
☒ Other (list below)

DCHA will explore opportunities to develop assisted living units for senior citizens, through acquisition and rehabilitation of a property or a new construction adjacent to our existing Kinder Park Apartments.

☐ PHA Goal: Improve the quality of assisted housing
Objectives:
☒ Improve public housing management: (PHAS score) 84
☒ Improve voucher management: (SEMAP score) 96
☒ Increase customer satisfaction: See Attachment pa023g01
☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
☒ Renovate or modernize public housing units: Implement Upland Mixed Finance development.
☒ Demolish or dispose of obsolete public housing: Upland Terrace Homes
☒ Provide replacement public housing:
☒ Provide replacement vouchers:
☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:
☐ Provide voucher mobility counseling:
☒ Conduct outreach efforts to potential voucher landlords
☒ Increase voucher payment standards

Research areas that would justify obtaining HUD approval for APS of up to 120% of the Fair Market Rents.

☒ Implement voucher homeownership program:
☒ Implement public housing or other homeownership programs:

DCHA has a Homeownership Plan in affect since May of 1997 and will seek to expand affordable homeownership opportunities thru its own programs and with Delaware County Housing Development Corporation and Delaware County Homeownership and Credit Counseling, Inc.

DELAWARE COUNTY HOMEOWNERSHIP AND CREDIT COUNSELING, INC., A COMPONENT UNIT OF DCHA

Delaware County Homeownership and Credit Counseling, Inc. (DCHCC) is a Pennsylvania non-profit corporation that has been offering services to homebuyers in the affordable housing market since August 2, 1999. DCHCC offers a full range of counseling services utilizing a staff of counselors certified by Pennsylvania Federation of Housing Counselors and Agencies. Our counselors are all employees of DCHCC and have backgrounds in real estate, banking, education and housing.

Our approach and curriculums are directed toward screening and assessment of homeownership potential and readiness and preparation of individual homeownership achievement plans. Clients of similar readiness levels begin instruction at an appropriate level that will move them to homeownership in a time period that generally assures success. Clients of DCHCC have purchased their first home in time periods ranging from weeks to more than 24 months depending upon the credit issues and readiness level of the individuals.

DCHCC's philosophy is that every low and moderate income family must have an exit strategy from their current dependence on housing assistance or the cycle of low paying jobs and less than adequate rental properties.

Three counseling opportunities are available to the various levels of purchasers.

The Wallet Wisdom course is a basic financial management course designed to move clients from a cash lifestyle to a sound financially independent and credit worthy lifestyle. This course is for those clients who may be ready to purchase a home in a year or less.

The Homeownership course is designed for clients who have established credit but need to know the basics about buying a home, securing and paying a mortgage, and maintaining your first home in a new community. This course is for clients who are ready to purchase a home now.

One on One counseling is available to clients who may have credit problems that need to be repaired before or during the time they are enrolled in one of our other courses. Individual credit repair plans are prepared and clients meet periodically to review the clients progress.

DCHCC in conjunction with Century 21 Preferred Real Estate recently completed Phase I of a contract by Wellington Ridge Homeownership, Inc. to provide all marketing, sales and counseling for the Homes at Wellington Ridge in the City of Chester.

DCHA plans to implement the Section 8 Homeownership program in accordance with its Administrative Plan attachment pa023d01.

☒ Implement public housing site-based waiting lists:

Site based waiting lists are an integral part of attracting private investment in public housing.
Calcon Gardens, Highland Homes and Parkview Apartments/Parkview Homes/The Mills at Parkview. (Formerly Upland Terrace Homes)

☒ Convert public housing to vouchers:

The Mills at Parkview (Formerly Upland Terrace Homes) – Project based 51 units.

☒ Other: (list below)

1. Implement Direct Deposit for HAP Payments.

2. DCHA has encouraged Family Self Sufficiency participation and has worked with the Delaware County Housing Development Corporation and the Delaware County Homeownership and Credit Counseling Inc. to increase assisted housing choices. DCHA will expand its FSS program as indicated in FSS Action Plan.

   Delaware County Housing Authority intends to maintain our mandated 135 slot family self-sufficiency (FSS) program (96 Housing Choice Voucher slots, 39 public housing slots). Those slots which exceed our reduced program size, occurring as a result of successfully completed FSS contracts, will fund the escrow savings accounts through our operating subsidies, available grants and/or outside contributions.

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment
Objectives:

☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

DCHA will skip applicants on the waiting list to select the first eligible applicant that meets the criteria to achieve the goal of deconcentration in its communities. This will be measured by reviewing the Deconcentration Analysis on a quarterly basis.

☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

☒ Implement public housing security improvements: The DCHA Board of Commissioners has adopted a resolution on trespass and barment of non-residents.

DCHA will work with the Resident Organizations of each community to adopt this policy.

☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

☐ Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

☒ Increase the number and percentage of employed persons in assisted families:

DCHA will continue to provide literature on the Family Self Sufficiency program to all residents in our efforts to increase the number of families participating in the program.

☒ Provide or attract supportive services to improve assistance recipients' employability:

Through Family Self Sufficiency Counseling.

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.

Delaware County Housing Authority is now funding programs for the Elderly and Disabled and they continue to experience great success. DCHA is currently conducting an Arts and Crafts program; providing transportation for local excursions, such as a diners group, shopping, and mall walking; a gardening program; a hot lunch program; talent shows; recognition luncheons; the I'm OK Program; a Library program, where residents have the availability of large print books and cassettes; and the government food voucher and food voucher redemption program.

In addition to the above, DCHA has also sponsored a Most Beautiful Doorway Contest, several Flea Markets, 3 ten week Weight Management sessions; monthly Reiki sessions; monthly cake bakes and birthday celebrations, a Family Orchestra, Church Choirs, and a Planting Party for plants in the Community Room in need of re-potting. Health care presentations provided included: Elder Law, Depression, Diabetes and diabetic shoes, and a presentation on Insurance Changes; ,

DCHA residents also participated in several blood pressure screenings and an ear screening by an audiologist. from Crozer-Chester Medical Center. DCHA also allows a podiatrist to come to the community room in Kinder Park and clip toe nails for those in need of this service. Finally,

DCHA has provided a Video Series. The videos viewed included: Steps to Safety, Understanding Depression, Pain Management, the Prostrate, and Alzheimer's Disease.

Because of DCHA's large number of programs for elderly and disabled residents, we have recruited some volunteers to help with the daily operation of the programs. The volunteers consist of elderly and disabled residents who work very hard and make a real difference in ensuring that DCHA's programs are a success. Volunteers for the elderly and disabled programs provide the following list of services: crafts for special events; supervise the food program; serve food to the disabled who can not serve themselves; prepare salads and desserts; wipe tables for the lunch program, clean refrigerators, the steam table, and walls in the Community Room kitchen; bake cakes for the monthly birthday celebrations; prepare and distribute flyers; plan excursions; make phonecalls; and provide interpreting services for a large Ukraine population.

Supportive Housing Program Statement

Delaware County Housing Authority in collaboration with Horizon House has obtained Supportive Housing Funds to obtain and rehabilitate four properties to provide housing for mentally disabled homeless individuals. Supportive Services for this project continues to be funded through Delaware County Continuum of Care.

☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

DCHA will administer the S8 Mainstream funding and will be working with the Freedom Valley Disability Enablement Incorporation to aid in the provision of support services to include:

Assisting to identify Voucher eligible applicants and provide preference for issuance of Vouchers to Continuum of Care Program and Supportive Housing Program graduates.

Assisting potential voucher recipients in locating the appropriate housing.

If modifications to the residence are needed, assisting recipients in finding the appropriate assistive technology, installation (i.e. a ramp and the builder/installer) and necessary funding, and

Assisting potential recipients in identifying and coordinating other appropriate support services.
DCHA has applied for the maximum number of Mainstream Vouchers in the 2004 Super NOFA.

DCHA maintains 40 accessible units in its housing inventory

☒ Other: (list below)

DCHA has executed an MOA with many of the agencies representing "special needs" consumers which will address the case management to be provided to their clients who are participating in assisted housing programs.

DCHA has entered into an agreement with HUD to provide Section 504 training for employees.

Other PHA Goals and Objectives: (list below)

DCHA is continuing it's longstanding relationship with a variety of county agencies representing "special needs" populations including the mentally and physically handicapped/disabled, persons with HIV and Aids, the homeless, persons in drug and alcohol treatment programs and victims of domestic violence. DCHA will continue to expand housing opportunities for these groups through referrals from advocate groups and targeting of assistance in existing assisted housing programs. Case management by these advocates is an integral part of these housing opportunities

Annual PHA Plan
PHA Fiscal Year 2005
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:
- ☐ **High Performing PHA**
- ☐ **Small Agency (<250 Public Housing Units)**
- ☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]
Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents
[24 CFR Part 903.7 9 (r)]
Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

Page #

Annual Plan
i. Executive Summary
ii. Table of Contents
1. Housing Needs
2. Financial Resources
3. Policies on Eligibility, Selection and Admissions
4. Rent Determination Policies
5. Operations and Management Policies
6. Grievance Procedures
7. Capital Improvement Needs
8. Demolition and Disposition
9. Designation of Housing
10. Conversions of Public Housing
11. Homeownership
12. Community Service Programs
13. Crime and Safety

14. Pets (Inactive for January 1 PHAs)
15. Civil Rights Certifications (included with PHA Plan Certifications)
16. Audit
17. Asset Management
18. Other Information

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

☒ Admissions Policy for Deconcentration – see attachment pa023h01
☒ FY 2004 Capital Fund Program Annual Statement
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☒ PHA Management Organizational Chart
☒ FY 2004 Capital Fund Program 5 Year Action Plan – Pa023i01
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☐ Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair	Annual Plan: Housing Needs

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	
	Most recent board-approved operating budget for the public housing program –	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP] Attachment pa023a01 and Attachment pa023b01	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan Attachment pa023d01	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: Attachment pa023h01 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy – Attachment pa023b01	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy – Attachment pa023b01	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan – attachment pa023d01	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy – Attachment pa023b01	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan – attachment pa023d01	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing - Disposition Application for Upland Terrace Homes/Pusey Estates	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act – Attachment pa023j01	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans –	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan – Attachment pa023d01	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency – Attachment pa023e01	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
X	DCHA Follow-up Plan for the Customer Service and Satisfaction Survey Results. **SEE ATTACHMENT pa023g01**	

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by

completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	7918	4	4	4	4	4	4
Income >30% but <=50% of AMI	6447	4	4	4	4	4	4
Income >50% but <80% of AMI	4202	3	3	3	3	3	3
Elderly	5698	5	5	5	5	5	5
Families with Disabilities	250	5	5	5	5	5	5
Black/Non - Hispanic	3237	4	4	4	4	4	4
Hispanic	279	4	4	4	4	4	4
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 3 Consolidated Plans: Delaware County 2000-2005, Haverford 2000-2004 and Upper Darby 2000-2004

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s**. Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) ☒ Section 8 tenant-based assistance ☐ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	3307		
Extremely low income <=30% AMI	1918	57%	
Very low income (>30% but <=50% AMI)	680	20%	
Low income (>50% but <80% AMI)	709	214%	
Families with children	2336	70%	
Elderly families	231	6%	
Families with Disabilities	895	27%	
White	1076/41H	32%/1%	
Black	2183/43H	66%/0%	
American Native	18/5H	0%	
Asian/Pacific Islander	19/0H	1%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1142	34%	
2 BR	1380	41%	
3 BR	680	20%	

Housing Needs of Families on the Waiting List			
4 BR	94		
5 BR	11		
5+ BR			

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☒ Public Housing

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	2763		
Extremely low income <=30% AMI	2123	76%	
Very low income (>30% but <=50% AMI)	564	20%	
Low income (>50% but <80% AMI)	76	3%	
Families with children	1724	62%	
Elderly families	231	8%	
Families with Disabilities	664	24%	
White	757/33H	27%	
Black	1976/42H	71%	
American Native	13/3H		
Asian/Pacific Islander	12/0H		
Characteristics by Bedroom Size			

Housing Needs of Families on the Waiting List			
(Public Housing Only)			
1BR	1116	40%	
2 BR	1098	39%	
3 BR	479	17%	
4 BR	62		
5 BR	8		
5+ BR			

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☐ Public Housing

☐ Combined Section 8 and Public Housing

☒ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction: Calcon Gardens, Highland Homes, Parkview Apartments, Parkview Homes and The Mills at Parkview (formerly Upland Terrace Homes).

	# of families	% of total families	Annual Turnover
Waiting list total	1951		
Extremely low income <=30% AMI	1447	74%	
Very low income (>30% but <=50% AMI)	440	23%	
Low income (>50% but <80% AMI)	64	2%	
Families with children	1338	69%	
Elderly families	96	4%	
Families with Disabilities	417	21%	
White	461/22H	23%	

Housing Needs of Families on the Waiting List			
Black	1467/30H	75%	
American Native	8/2H		
Asian/Pacific Islander	11/2H		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	680	34%	
2 BR	839	43%	
3 BR	375	19%	
4 BR	52		
5 BR	6		
5+ BR			

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line

☒ Reduce turnover time for vacated public housing units

☒ Reduce time to renovate public housing units

☒ Seek replacement of public housing units lost to the inventory through mixed finance development

☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources

☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration

DCHA plans to conduct a Landlord Outreach meeting during the Calendar Year.

☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

☒ Apply for additional section 8 units should they become available
☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing
☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☒ Other: (list below)

DCHA intends to increased the number of units for senior citizens in the completed Parkview Apartments from 21 to 28. DCHA will seek HUD approval to designate these units as elderly only.

DCHA will explore opportunities to develop assisted living units for senior citizens.

Delaware County Housing Development Corporation (DCHDC) is a Pennsylvania non-profit Corporation formed in 1983 by Delaware County Housing Authority (DCHA) to develop, acquire, own, operate and sell housing for low and moderate income families in Delaware County.

DCHDC owns and operates 153 units of rental housing, has developed and sold 8 newly constructed single family homes, and owns and participates in a Supportive Housing Program for mentally handicapped individuals.

DCHDC's largest rental community, Fairground Annex, contains 119 townhouses acquired from the Township of Chester in the mid 1980's. Chester

Township continues to hold the mortgage on this property. Approximately 25% of the tenants of this community received tenant based Section 8 assistance.

Two of DCHDC's communities, Noscow Apartments in Marcus Hook Borough, Delaware County and 649 Main Street in Darby Borough, Delaware County, comprising a total of 24 units were acquired and rehabilitated by DCHDC using a tax exempt qualified Bond issued and held by First Union Bank. The original Bond issued in May of 1989 was refinanced in September 1994 to take advantage of lower interest rates.

DCHDC's affordable housing sales program began in May of 1996 with the construction of four single family homes on lots owned by DCHDC in the South Media neighborhood of Nether Providence Township. These homes were sold to low income families in DCHA's Section 8 or Public Housing Program. Below market interest rate mortgages were arranged by DCHDC through Corestates (now First Union Bank) and Jefferson Bank. Four additional single family homes were developed by DCHDC on a private cul-de-sac in the Borough of Media on property donated by a local businessman. These properties were sold to low income first time homebuyers with below market interest rate mortgages from Jefferson Bank. DCHDC constructed and a sold two newly constructed homes to first time homebuyers in Lower Chichester.

DCHDC is participating in a limited partner with Pennrose Equities in its Studevan School project. DCHDC will provide resident and management services as required.

DCHDC is continuing to seek opportunities to develop affordable housing.

DCHDC has completed a Supportive Housing Program collaborating with the County of Delaware, Delaware County Housing Authority, the Delaware County office of Mental Health, and Horizon House (a behavioral health provider). This project involved acquisition and ownership of four separate properties in three municipalities by DCHDC. Rehabilitation, maintenance and management of the property by DCHA and Supportive Services provided by Horizon House. All four properties are now occupied. Horizon House maintains supportive Service staff at one property to service all four sites. Financing for this project came from a HUD Supportive Housing Program Grant, Delaware County Home Funds, and an Equity contribution from DCHDC.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
☐ Employ admissions preferences aimed at families with economic hardships
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☒ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

☐ Seek designation of public housing for the elderly
☒ Apply for special-purpose vouchers targeted to the elderly, should they become available

DCHA will investigate and develop where appropriate homeownership opportunities for the near-elderly and young senior citizens seeking homeownership.

☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

☐ Seek designation of public housing for families with disabilities
☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available

DCHA is administering and is working with the Freedom Valley Disability enablement incorporation to aid in the provision of support services to include:

Assisting in identifying voucher eligible applicants.

Assisting potential voucher recipients in locating the appropriate housing.

If modifications to the residence are needed, assisting recipients in funding the appropriate assertive technology, installation (i.e., a ramp and the builder/installer) and necessary funding, and

Assisting potential recipients in identifying and coordinating other appropriate support services.

DCHA partners with the Delaware County Department of Human Services to administer a variety of "special needs" programs.

Currently collaborative efforts include the Shelter Plus Care Program and a tenant based assistance program for homeless drug and alcohol dependent individuals and duel diagnosis individuals.

DCHA is continuing it's longstanding relationships with a variety of county agencies representing "special needs" populations including the mentally and physically handicapped/disabled, persons with HIV and Aids, the homeless persons in drug and alcohol treatment programs and victims of domestic violence. DCHA will continue to expand housing opportunities for these groups through referrals from advocate groups and targeting of assistance groups in existing assisted housing programs. Case management by these advocates is an integral part of these housing opportunities. These advocates include Horizon House, Holcomb and family and community services.

The Delaware County Local Housing Option Team was established with the goal to assist persons with disabilities in coordinating a comprehensive array of services and resources essential in reaching their individual housing goals.

☒ Affirmatively market to local non-profit agencies that assist families with disabilities

Freedom Valley Disabilities and Enablement Incorporation and Local Housing Options Team (LHOT) – See above statement for details.

☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs

DCHA will affirmatively market its Calcon Gardens, Highland Homes and Parkview Homes, Parkview Apartments and The Mills at Parkview units in accordance with its Affirmative Fair Housing Marketing Plan .

☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

☐ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations

Landlord workshops will be planned for this calendar year.

☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

☒ Funding constraints
☐ Staffing constraints
☒ Limited availability of sites for assisted housing
☒ Extent to which particular housing needs are met by other organizations in the community
☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
☒ Influence of the housing market on PHA programs
☒ Community priorities regarding housing assistance
☒ Results of consultation with local or state government
☒ Results of consultation with residents and the Resident Advisory Board
☒ Results of consultation with advocacy groups
☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2004-5 grants)**		
a) Public Housing Operating Fund	2,342,068.00	
b) Public Housing Capital Fund	1,911,494.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	21,246,589.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants	300,000.00	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
Section 8 New Construction	630,000.00	Operating Funds
Supportive Housing Program	738,072.00	Assistance for permanent housing for substance abusers, mental health and dully diagnosed clients.
Shelter Plus Care 3 Shelter Plus Care 4	497,760.00 593,160.00	Assistance for homeless people with Aids
2. Prior Year Federal Grants (unobligated funds only) (list below)		

form **HUD 50075** (03/2003)

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
3. Public Housing Dwelling Rental Income	1,281,571.00	Operating/Routine 2005 Budget
New Construction Rental	246,000.00	Operating/Routine
4. Other income (list below)		
Rooftop Rental	21,390.00	Operating/Routine
Non-dwelling rent/interest/laurndry/proceeds	27,000.00	Operating/Routine
4. Non-federal sources (list below)		
Total Resources	29,835,104.00	
Total resources	29,835,104.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☐ When families are within a certain number of being offered a unit: (state number)

☒ When families are within a certain time of being offered a unit: (state time)

15 to 30 days

☒ Other: (describe)

When a unit becomes available.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping
☒ Other (describe) – Credit Checks

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
☒ Community-wide list
☐ Sub-jurisdictional lists
☒ Site-based waiting lists

Four - Calcon Gardens Mixed Finance Project, Highland Homes Mixed Finance Project and Parkview Apartments/Parkview Homes/The Mills at Parkview.

☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
☒ PHA main administrative office
☐ PHA development site management office
☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 3

2. ☐ Yes ☒ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☒ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists? All

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

☒ PHA main administrative office
☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

☒ One
☐ Two
☐ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

☒ Emergencies
☐ Overhoused
☐ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other: (list below)

See Attachment pa023b01 – Admission and Occupancy Policy

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

☒ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☒ Households that contribute to meeting income goals (broad range of incomes)
☒ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

3 Date and Time

Former Federal preferences:

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden

Other preferences (select all that apply)

2 Working families and those unable to work because of age or disability
6 Veterans and veterans' families
1 Residents who live and/or work in the jurisdiction
Those enrolled currently in educational, training, or upward mobility programs
5 Households that contribute to meeting income goals (broad range of incomes)
4 Households that contribute to meeting income requirements (targeting)
Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Other preference(s) (list below)

DCHA is considering the provision of rental counseling utilizing it's component unit Delaware County Homeownership and Credit Counseling, Inc. The counseling would provide life skills, financial, maintenance and community pride training to existing and prospective assisted housing clients on a voluntary group workshop basis.

Clients would be issued a Certification of Completion and a list of graduates could be provided to prospective landlords. Each graduate would receive one (1) local preference point.

4. Relationship of preferences to income targeting requirements:

☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials

Application Packet
Admission Packet
Grievance Procedures

☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

☒ At an annual reexamination and lease renewal
☒ Any time family composition changes

☒ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☒ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing? Attachment pa023h01.

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site based waiting lists
If selected, list targeted developments below:

☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
☐ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other (list below)

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
☒ Criminal or drug-related activity
☒ Other (describe below)

INFORMATION TO OWNERS

In accordance with HUD requirements, DCHA will furnish prospective owners with the family's current addresses as shown in the DCHA's records and, if known to DCHA, the name and address of the landlord at the family's current and prior address

DCHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

DCHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

A statement of DCHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

DCHA will provide documented information regarding tenancy history for the past 3 years to prospective landlords upon request from the landlord.

DCHA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking upon request.

DCHA will provide the following information, based on documentation in its possession:

Eviction history
Damage to rental units
There aspects of tenancy history
Drug Trafficking by family members

The information will be provided for the last 3 years.

The information will be provided orally.

DCHA is considering the provision of rental counseling utilizing it's component unit Delaware County Homeownership and Credit Counseling, Inc. The counseling would provide life skills, financial, maintenance and community pride training to existing and prospective assisted housing clients on a voluntary group workshop basis.

Clients would be issued a Certification of Completion and a list of graduates could be provided to prospective landlords. Each graduate would receive one (1) local preference point.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

☒ PHA main administrative office
☐ Other (list below)

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

DCHA will extend the term up to 120 days from the beginning of the initial term if the family needs and requests an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. If as a reasonable accommodation, the family needs an extension in excess of 120 days, DCHA will request such approval from the HUD field office.

A family may request an extension of the Housing Choice Voucher time period. All requests for extensions must be in writing and received prior to the expiration date of the Housing Choice Voucher.

Extensions are permissible at the discretion of DCHA up to a maximum of an additional 30 days primarily for these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial ninety-day period. Verification is required.

DCHA is satisfied that the family has made a reasonable effort to locate a unit including seeking the assistance of DCHA, throughout the initial sixty day period.

The family was prevented from finding a unit due to a disability accessibility requirements or larger size bedroom unit requirement. The Search Record is part of the required verification.

(4) Admissions Preferences

a. Income targeting

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

☒ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☒ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)

Disabled individuals and families graduating from Continuum of Care and/or Supportive Housing Programs with existing case management support from existing county agencies.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

3 Date and Time

Former Federal preferences

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden

Other preferences (select all that apply)

2 Working families and those unable to work because of age or disability
6 Veterans and veterans' families
1 Residents who live and/or work in your jurisdiction
Those enrolled currently in educational, training, or upward mobility programs
5 Households that contribute to meeting income goals (broad range of incomes)
4 Households that contribute to meeting income requirements (targeting)
Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

☐ The PHA applies preferences within income tiers

☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

☐ Through published notices
☒ Other (list below)

The Section 8 Housing Choice Voucher Programs are advertised to the targeted population through appropriate social service agencies and advocacy groups.

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

☐ $0
☐ $1-$25
☒ $26-$50

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? Attachment pa023ooo01.

3. If yes to question 2, list these policies below**:**

c. Rents set at less than 30% than adjusted income

1. ☒ Yes ☐ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

FLAT RENTS:

Woodlyn 23-14	2 Bedroom	$642.00	
Kinder Park	3 Bedroom	$843.00	
	4 Bedroom	$1095.00	
	5 Bedroom	$1238.00	
Chester Township	1 Bedroom	$527.00	
23-4	2 Bedroom	$613.00	
Fairground Homes	3 Bedroom	$811.00	
Darby Township	1 Bedroom	$548.00	
23-11 Apartments	2 Bedroom	$634.00	
23-7	2 Bedroom/Basement		$605.00
23-6	3 Bedroom/Basement/Central Air Garage/Dishwasher		$988.00
23-31	3 Bedroom/Basement/Central Air Dishwasher		$953.00
Media 23-12	3 Bedroom	Vernon Row Home	$917.00

	3 Bedroom	444 Vernon Single	$934.00
	3 Bedroom	457 Washington Single	$1063.00
	4 Bedroom	601 Manchester	$1100.00
	2 Bedroom	306 Wallingford	$734.00
Wayne	1 Bedroom		$1010.00
23-30	2 Bedroom	1 bath	$1096.00
	2 Bedroom	2 bath	$1225.00
	3 Bedroom	1.5 bath	$1310.00
	3 Bedroom	2 bath	$1425.00
Upland	1 Bedroom	1 bath	$713.00
23-32	2 Bedroom	1.5 bath	$832.00
	3 Bedroom	1.5 bath	$957.00
	4 Bedroom	2 bath	$1010.00
	5 Bedroom	2 bath	$1069.00

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☒ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☒ For household heads
☒ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☐ Never
☐ At family option
☒ Any time the family experiences an income increase
☒ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below)

g. ☒ Yes ☐ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

Delaware County Housing Authority (DCHA) partnered with Community Action Agency to offer Pennsylvania's **Family Savings Account Program (FSA)** to the residents of our Public Housing communities. Qualified residents complete an application and develop an approved plan that reflects their selected goal for their savings. Other benefits of the program include the opening of a bank account,

financial workshops, budget counseling, and one-on one counseling related to their identified goal.

Residents were invited to an informative briefing which is designed to promote self-sufficiency for lower income families through a matched savings program. DCHA will periodically host future briefings.
In addition, the FSA brochures are made available in our lobby education centers.

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

☒ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies**.**

a. What is the PHA's payment standard? (select the category that best describes your standard)

☒ At or above 90% but below100% of FMR
☐ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

☒ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
☒ The PHA has chosen to serve additional families by lowering the payment standard
☒ Reflects market or submarket

☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ Reflects market or submarket
☐ To increase housing options for families
☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

☒ Annually
☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

☒ Success rates of assisted families
☒ Rent burdens of assisted families
☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

☐ $0
☐ $1-$25
☒ $26-$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached. Attachment pa023l01.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	783	8%
Section 8 Vouchers	2753	20%
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually) Project Based Family Unification Shelter Plus Care Mainstream	 51 225 26 75	 0% 2% 8% 2%
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually) Section 8 New Construction Pa26-01-0005 Meson Pa26-003-0034 Supportive Housing Program Pa26-005-0001 Supportive Housing Program Pa01B902001	 100 17 13 10	 8% 18% 23% 20%

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

(2) Section 8 Management: (list below)

pa023a01 – Tenant Selection and Continued Participation Policy
pa023b01 – A & O Policy
pa023c01 – Residential Dwelling Lease
pa023d01 – Section 8 Administrative Plan
pa023e01 – TANF Agreement
pa023f01 – Meeting minutes of October 20, 2003 meeting with Resident Advisory Board
pa023g01 – DCHA Follow-up Plan for the Customer Service and satisfaction survey results.
pa023h01 – Deconcentration Analysis and Policy
pa023i01 – Capital Fund Table
pa023j01 – Certification for DCHA Voluntary Conversion Initial Assessment
pa023k01 – Progress on Missions and Goals
pa023l01 – Organizational Chart
pa023m01 – The Mills at Parkview Lease
pa023v01- PHA Plan 2004

Community Center Policy
Affirmative Action Plan
By-Laws
Capitalization Policy
Resident Initiatives Policy
Disposition Policy
Drug and Alcohol Policy
Emergency Maintenance Policy
Grievance Procedures
Investment Policy
Loan Policy
MBE/WBE
Pet Policy
Pet Policy (S8 New Construction)
Personnel Policy
Procurement Policy
Reasonable Accommodations Policy
Record Retention Policy
Retirement Plan
Section 504 Grievance Procedures
Sexual Harassment Policy
Stale Dated Check Policy
Tenant Relief in Paying Excess Utilities
Casual Business wear Policy
Maintenance Policy

Maintenance Overtime Policy
Motor Vehicles Policy
FSS Action Plan
Procedure for Property Disposition
Procedure for Receiving Visitors
Purchase Order Policy
Purchasing Policy Audit Program
Range and Refrigerators Procedure
Smoking Policy
Safety Policy Statement
Public Housing Homeownership Program
Meson Lease
SHP Lease
DCHDC Lease
Countywide Homeownership Program
Economic Opportunity Plan
Written Communications
DCHA Minimum Rent Hardship Exception Policy
Purchase Requisition Procedures
Weapons Policy
Section 8 (NC) Lease

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

☒ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

☒ PHA main administrative office

☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☐ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

☒ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

Attachment pa023i01

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name Attachment pa023i01

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
   - ☐ Revitalization Plan under development
   - ☐ Revitalization Plan submitted, pending approval
   - ☐ Revitalization Plan approved
   - ☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

☒ Yes ☐ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

The Delaware County Housing Authority and Pennrose Equities will complete in this year the redevelopment of Upland Terrace Homes community.

☒ Yes ☐ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

DCHA has land available that may be developed as funds become available. Front Street in upland borough and 306 Wallingford Avenue, Nether Providence Township.

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description

☐ Yes ☒ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☒ Planned application ☐
4. Date application approved, submitted, or planned for submission: ()
5. Number of units affected: 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]
Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description N/A
☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Parkview Apartments 1b. Development (project) number: PA 23-32
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒
4. Date this designation approved, submitted, or planned for submission: (03/31/05)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 28 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name: Kinder Park Apartments 1b. Development (project) number: PA 23-5, 23-81 and 23-82
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒
4. Date this designation approved, submitted, or planned for submission: (03/31/05)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 160 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☒ Yes ☐ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

Attachment pa023j01

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description

1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) ☐ Requirements no longer applicable: vacancy rates are less than 10 percent ☐ Requirements no longer applicable: site now has less than 300 units ☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☒ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description
☒ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

☒ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

☐ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☒ more than 100 participants

b. PHA-established eligibility criteria

☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

- Credit Scores 620 or above
- Successfully complete a DCHCC Budget and Homeownership course consisting of 6 sessions (mandatory to attend all)

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed?
September 7, 2004

Attachment pa023e01

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

☒ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☒ Jointly administer programs – As necessary funds are available.
☒ Partner to administer a HUD Welfare-to-Work voucher program – As necessary funds are available.
☐ Joint administration of other demonstration program
☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies
Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☒ Preference in admission to section 8 for certain public housing families
☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☒ Preference/eligibility for public housing homeownership option participation
☒ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self

Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Job Bank and Career Center	50	Upon Request	Various Employees	Both
Literacy Training	30	Upon Request	I.U.	Both
Head Start	75	Upon Request	I.U.	Both
Homeownership and Credit Counseling	100	Wait List Upon Request	Delaware County Homeownership and Credit Counseling, Inc.	Both
Elderly and Persons with Disabilities – Supportive Services	10	Upon Request	Home Nurse Care	Both
Various Workshops/Activities	200	Upon Request	Various Agencies	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2004 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	39	30, 03/31/04
Section 8	96	147, 03/31/04

b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children
☒ Observed lower-level crime, vandalism and/or graffiti
☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

☒ Safety and security survey of residents

☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☒ Resident reports
☒ PHA employee reports
☒ Police reports
☒ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
☐ Other (describe below)

1. Which developments are most affected? (list below)

Fairground Homes	Kinder Park
Parkview Home and Apartments	Greenhill Court Apartments
Highland Homes	Calcon Gardens and Calcon Annex
Lincoln Park	The Mills at Parkview

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)
☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☐ Crime Prevention Through Environmental Design
☒ Activities targeted to at-risk youth, adults, or seniors
☐ Volunteer Resident Patrol/Block Watchers Program
☒ Other (describe below)

The DCHA Board of Commissioners has adopted a resolution on trespass and barment of non-residents in public housing communities to prevent loitering and commission of crimes by non-residents.

2. Which developments are most affected? (list below)

Fairground Homes	Kinder Park
Parkview Homes and Apartments	Greenhill Court Apartments
Highland Homes	Calcon Gardens and Calcon Annex
Lincoln Park	The Mills at Parkview

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)

DCHA will meet with the police chiefs/captains in DCHA municipalities to develop procedures that can track Part 1 and Part 2 crime statistics. We will also meet on a quarterly basis wit the chiefs/captains to review the statistics and discuss concerns from the residents.

☒ Police regularly testify in and otherwise support eviction cases
☒ Police regularly meet with the PHA management and residents
☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

2. Which developments are most affected? (list below)

Fairground Homes	Kinder Park
Upland Terrace Homes	Greenhill Court Apartments
Highland Homes	Calcon Gardens and Calcon Annex
Lincoln Park	

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

☐ Yes ☒ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
☐ Yes ☒ No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))?
   (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?

3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?
   If yes, how many unresolved findings remain?____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?
   If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☐ Not applicable
☐ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment
☒ Other: (list below) – Project Based Management

3. ☐ Yes ☐ No: Has the PHA included descriptions of asset management activities in the**optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☒ Attached at Attachment (File name) Attached as Attachment pa023f01.

☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

☒ Considered comments, but determined that no changes to the PHA Plan were necessary.

☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

THE DEATH OF LONGTIME BOARD TREASURER THEODORE G. DUGAN ON SEPTEMBER 13, 2000 CREATED THE FIRST VACANCY ON DCHA'S BOARD SINCE THE RESIDENT MEMBER REQUIREMENT WAS IMPLEMENTED.

ALL DCHA COMMISSIONERS ARE APPOINTED BY THE DELAWARE COUNTY COUNCIL, THE GOVERNING BODY OF DELAWARE COUNTY. COMMISSIONERS ARE APPOINTED FOR STAGGERED FIVE YEAR TERMS. THE TERM OF THE CURRENT VACANCY EXPIRES JANUARY 1, 2002.

DCHA HAS PROVIDED A LIST OF ELIGIBLE RESIDENTS TO DELAWARE COUNTY COUNCIL.

THE ESTIMATED DATE FOR RESIDENT APPOINTMENT TO THE BOARD OF COMMISSIONERS IS March 31, 2005.

1. ☐ Yes ☐ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.) N/A

2. ☐ Yes ☐ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.) N/A

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☐ Other: (describe)

b. Eligible candidates: (select one)

☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

Delaware County, Haverford Township and Upper Darby Township.

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

1. Income targeting requirements of QWRHA and this plan are consistent with the needs expressed in the Consolidate Plan.

2. Special Needs populations are targeted for support by each plan.

.

3. DCHA is able to access the County Housing Development Fund for funds for acquisition/new construction opportunities to increase the supply of affordable housing.

4. Cooperation and communication regarding affordable housing opportunities.

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

TENANT SELECTION PLAN AND CONTINUED PARTICIPATION POLICY

SECTION 8 HOUSING ASSISTANCE PAYMENT PROGRAMS

PA 26-0020-001
PA 26T-793008

DELAWARE COUNTY HOUSING AUTHORITY

Anthony Grosso, Chairman

Lawrence E. Hartley, Executive Director

Submission Date: 11-1-76
12-9-76
5-13-80
6-02-88
11-17-89
01-11-91
09-22-99
11-16-01
11-15-02
01-13-03
09-04-03
05-04-04
06-18-04
09-10-04

SECTION I: CONDITIONS GOVERNING ELIGIBILITY:

A. Nondiscrimination

1. It is the policy of the Delaware County Housing Authority (DCHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State Laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

2. DCHA shall not discriminate because of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any Public Housing Community under DCHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (24 CFR 100.5)

3. DCHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants. Each applicant in a particular group or category shall be treated on an individual basis in the normal processing routine. (24 CFR 880.603)

4. DCHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, DCHA will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24 and 8.25) make reasonable accommodations (24 CFR 100.204), or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

   (a) In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, DCHA is not required to:

      (1) In an existing housing program, make each of its existing facilities accessible { 24 CFR 8.24 (a) (1)}; or make structural alterations when other methods can be demonstrated to achieve the same effect, {24CFR 8.24 (b)}

(2) Make structural alterations that require the removal or altering of a load-bearing structural member ;{ 24 CFR 8.32 (C)}

(3) Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level; {24 CFR 8.26}

(4) Take any action that would result in a fundamental alteration in the nature of the program; {24 CFR 8.24 (a) (2)}

(5) Take any action that would result in an undue financial and administrative burden on DCHA. {24CFR 8.24 (a) (2)}

B. Accessibility and Plain Language

1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test. (24 CFR 8.20 and 8.21)

2. Documents for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. (24 CFR 8.6) The documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

3. At the point of initial contact, DCHA staff will ask all applicants whether they need some form of communication other than plain language paperwork and provide accordingly. For those applicants who are unable to read (or to read English), DCHA staff will be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out.
Applicants who read or understand little English may furnish an interpreter who can explain what is going on. DCHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired {24 CFR 8.6}) because the Fair Housing law makes no such requirement.

4. DCHA has the following in plain-language accessible formats:

- Information about the application process
- The application form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

C. Marketing

It is the policy of DCHA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in DCHA's units, availability of units through turnover, and waiting list characteristics and income mix within the community in which a vacant unit is available. DCHA will annually assess these factors in order to determine the need for and scope of any marketing efforts.DCHA Partners with the Delaware County Department of Human Services to administer a variety of "Special Needs" Programs.

Currently collaborative efforts include the Shelter Plus Care program for homeless drug and alcohol dependent individuals and duel diagnosis individuals.

DCHA is continuing its' longstanding relationships with a variety of county agencies representing "Special Needs" populations including the mentally and physically handicapped/disabled persons with HIV and AIDS, the homeless persons in drug and alcohol treatment programs and victims of domestic violence. DCHA will continue to expand housing opportunities for these groups through referrals from advocate groups and targeting of assistance groups in existing assisted housing programs. Case management by these advocates is an integral part of these housing opportunities. The advocates include Horizon House, Holcomb and Family and Community Services.

D. Eligibility for Admission:

The Delaware County Housing Authority (hereinafter referred to as DCHA) will admit as participants of the Housing Assistance Payments Program applicants who, at the time of admission, meet the following requirements:

1. It is DCHA's policy to admit only qualified applicants.

2. An applicant is qualified if he or she meets all of the following criteria:

(a) "Is an elderly family" as defined in Section XIII of this policy.

(b) Heads of household and all members of the household are citizens or eligible non citizens. (24 CFR. Part 5). All applicants for assistance will be given notice of the requirements to submit evidence of citizenship or eligible immigration status at the time of application.

(c) Has an Annual Income at the time of admission that does not exceed the low or very low income limits for occupancy established by the Department of Housing and Urban Development, and posted separately in Delaware County Housing Authority's offices.

The Low Income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability prior to 10-1-81. 24 CFR. Part 5)

The Very Low Income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability after 10-1-81. (24 CFR. Part 5)

(d) Provides a Social Security Number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers; (24 CFR. Part 5)

(e) Signs verification consent forms and authorization for release of information (form HUD-9887 and HUD-9887-A).

3. Restriction on Assistance to Non Citizens

Noncitizens (except those age 62 and older) must sign a Verification Consent Form and submit documentation of their status, or sign a declaration that they do not claim to have eligible status.

(a) Noncitizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document.

(b) A mixed family, (a family with one or more ineligible family members), may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.

(c) Applicants who hold a non citizen student visa are ineligible for assistance, as are any noncitizen family member residing with the student.

E. Waiting List Management:

An applicant may apply for as many available housing programs as he or she qualifies. When the applicant name comes up to the top of the waiting list for housing, he or she will be offered rental assistance under that program. Any rejection of an offer for housing will be handled in accordance with DCHA's Tenant Selection and Assignment Policies.

1. Opening and Closing Waiting Lists

(a) DCHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

(b) DCHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. At the time of initial intake, DCHA will advise families of their responsibility to notify DCHA when mailing address or phone numbers change.

(c) If DCHA has sufficient applications to fill anticipated vacancies for the coming 12 months, DCHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.

(d) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of DCHA to house an applicant in an appropriate unit within a reasonable period of time. A decision to close the waiting list, restrict intake, or open the waiting list will be publicly announced.

(e) During the period when the waiting list is closed, DCHA **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

(f) Notice to reopen the waiting list will be publicly announced via the same publication used to announce the closing. The notification will include the rules for applying and the order in which applications will be processed.

(g) DCHA will include in the publication where and when to apply and will conform to its Affirmative Fair Housing Marketing Plan.

2. Change in Preference Status While on the Waiting List

(a) Occasionally families on the waiting list who did not qualify for a Preference at the time of application intake will experience a change in circumstances that qualifies them for a Preference.

In such instances, it will be the family's duty to contact DCHA so that their status may be recertified or, depending on application processing status, re-verified.

(b) To the extent that DCHA determines that the family does now qualify for a Preference, they will be moved up on the waiting list in accordance with their Preference and their date and time of application.

3. Removal of Applications from the Waiting List

DCHA will not remove an applicant's name from the waiting list except in accordance with the following:

(a) Removal from the Waiting List at the applicant's request.

(b) Applicant's failure to update their application annually or at least once a year.

(c) If it is determined by DCHA that the applicant submitted fraudulent information.

F. Local Preference:

DCHA will use local preferences in its preference system. The following preference system will be applied in the selection of applicants from the waiting list for a unit offer: Local Preferences are as follows:

Points

1. Jurisdiction = 9

2. Working/elderly or disabled = 3

(a) Jurisdiction, live in or work in Delaware County outside of the city of Chester.

(b) To receive the local employment preference the applicant family must have at least one family member, age 18 or older, employed at the time of DCHA's offer of housing or who expect to live in the jurisdiction a result of planned employment.

NOTE*: Planned employment means bona fide offer to work in the jurisdiction as evidenced by written documentation from the potential employer*.

Applicant must be employed a minimum of 20 hours of work per week for the family member claiming the preference.

A family member that leaves a job after receiving benefit of the preference will be asked to document the reasons for the termination. Someone who terminates employment (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to DCHA and will have their assistance terminated and/or offer canceled.

The amount earned from employment shall not be a factor in granting the working preference. The working preference shall also be available to a family if the head, spouse or sole member is 62 or older, or is receiving social security disability or SSI disability benefits, or any other payments based on the individual's inability to work.

DCHA will not give a local preference to an applicant if any member of the applicant family is a person evicted during the past three years because of drug-related criminal activity from housing assisted under the 1937 Housing Act DCHA may give an admission preference in any of the following cases:

If DCHA determines that the evicted person has successfully completed a rehabilitation program approved by DCHA; (A list of these programs are available upon request).
If DCHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or

If DCHA determines that the evicted person no longer participates in any drug-related criminal activity.

Applicants with a local preference may accumulate a maximum of 12 points, which is the total of the assigned point values for local preferences.

G. Administration of Preference

(1) At the time of initial application, DCHA will use its local preference form or other form of verification to obtain the family's certification that it qualifies for a local preference. If a local preference is claimed DCHA will advise the family of the need to verify the claim. At the initial application interview the family will be advised to notify DCHA of any change that may affect their ability to qualify for a preference.

(2) Applicants that are otherwise eligible and are certified as qualifying for a local preference will be placed on the waiting list.

(3) Applicants that certify to a local preference at the time of application must be able to verify their preference status prior to the offer of unit. Applicants that cannot verify current preferences status will lose their preference qualification and their standing on the waiting list.

(4) Families that lose their original local preference, but still qualify for another local preference, will be placed on the waiting list in accordance with their current preference status. Families that do not qualify for any of the local preferences will be in a lower position on the waiting list based on date and time of application.

(5) It is DCHA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet DCHA's Tenant Selection Criteria before being offered a unit.

Factors other than the preference system that affect applicant selection for unit offers are described below:

(a) When selecting a family for a unit with accessible features, DCHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

(b) If no family can be found for a unit with accessible features, DCHA will allow the unit to remain vacant for ten (10) days before housing a family not needing the unit features subject to the procedures described in the Tenant Selection and Assignment Plan described in Section II of this policy. Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

(c) When selecting a family for a unit in housing designated for elderly families or housing designated for disabled families, DCHA will give a preference to elderly or disabled families as described later in this section.

(d) When selecting a family for a unit in a mixed population housing (the property houses both elderly and disabled families) DCHA will give a preference to elderly families and disabled families as described later in this section.

(e) When selecting a single person for a unit in a mixed population housing, elderly or disabled single persons have a preference over singles who are neither elderly nor disabled. (24 CFR Part 5)

(f) Any admission mandated by court order, related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the Preference System.

(g) DCHA will also offer units to existing residents on the transfer list. Some types of transfers are processed ahead of new admissions (see transfer policy) and some types of transfers are processed with new admissions as determined by DCHA.

(h) A family that is a victim of domestic abuse that is referred to DCHA by a recognized Domestic Abuse Shelter. The victim must present to DCHA a documented Protection from Abuse Order and a written referral from the shelter.

(i) A family whose head or spouse is a veteran.

H. Families Determined by DCHA to be Ineligible:

1. If an applicant is determined to be ineligible on the basis of income or family composition, or for any other reason, DCHA shall promptly notify the applicant by letter of the determination and the reasons therefore. The letter shall state that the applicant has the right within fourteen (14) days to request an informal hearing. If, after conducting such an informal hearing, DCHA determines that the applicant is ineligible, it shall so notify the applicant in writing. The procedures of this paragraph do not preclude the applicant from exercising its other rights, if it believes it is being discriminated against on the basis of race, color, national origin, creed, religion, age, sex, handicap or disability, marital status, affectional or sexual preference, political or union affiliation. DCHA shall retain for three years a copy of the applicant's response, if any, the record of any informal hearing, and a statement of final disposition.

2. An applicant may be rejected if they are ineligible, as defined in Section D of this policy. If the applicant does not meet the tenant selection criteria, a letter will be sent notifying them of the reason for the rejection. The applicant will have fourteen (14) days to respond in writing or to request a meeting to discuss the rejection. Any meeting with the applicant, or review of the written response, will be conducted by a DCHA employee that did not make the initial determination.

I. Screening and Eviction for Drug Abuse and Other Criminal Activity

1. DCHA will deny admission to housing if:

(a) Any household member has been evicted from housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member, who engaged in drug-related criminal activity, has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, DCHA may, but is not required to, admit the household.

(b) Any household member is currently engaging in illegal drug use.

(c) DCHA determines that there is reasonable cause to believe that a household member's illegal use of drugs, or a pattern of illegal use of a drugs may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.)

(d) Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. DCHA prohibits admission to any Federally-assisted property to sex offenders subject to a lifetime registration requirement under a state sex offenders registration program. During the admissions screening process, DCHA will perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.

(e) DCHA determines that there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

J. Denying Admissions – Discretionary Provisions

1. In addition to the above mandatory screening standards and guidance in HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Programs, DCHA has the discretion to prohibit the admission of a household with a household member who is currently engaging in, or has engaged in during a reasonable time before the admission decision in:

   (a) Drug-related criminal activity

   (b) Violent criminal activity

   (c) Other criminal activity that would threaten the health or safety of the PHA or who is involved in the housing operations.

   (d) DCHA has the discretion to reconsider an applicant who was previously denied admission to housing because of a determination concerning a member of the household who has been engaged in criminal activity. DCHA may admit the household if the household member is not currently engaged in, and has not engaged in, the criminal activity described above during a reasonable period, determined by DCHA, before the admission decision. However, to the extent that DCHA chooses to adopt this admission provision or a similar admissions authority that is based upon a household member's current or recent actions, DCHA must have sufficient evidence submitted by the household member which includes (1) a certification that states that he or she is not currently engaged in such criminal activity and has not engaged in such criminal activity during the specified period and (2) supporting information from such sources as a probation officer, a landlord, neighbors, social service agency workers or criminal records that were verified by DCHA.

K. Terminating Tenancy – Lease Provisions

1. The regulations at 24 CFR 5.858, 5.859 and 5.860 set forth required provisions that DCHA must incorporate into their leases that provide for termination of tenancy. DCHA has the discretion to terminate the tenancy and the lease must provide grounds for terminating the lease for the following:

   (a) Drug-related criminal activity engage in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control. (See the definitions of premises, guest and other person under the tenant's control.) The definitions below are in accordance with the regulations at 24 CFR 5.100.

(1) Premises – means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

(2) Guest – means a person temporarily staying in the unit with the consent of the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

(3) Other person under the tenant's control – means a person who, although not staying as a guest in the unit, is, or was at the time of the activity in questions, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. (Examples of other persons under the tenant's control include party attendees, regular visitors, and people who provide frequent basis, such as an in-home nursing care provider.) Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control – for example, the pizza delivery man.

(b) A determination made by DCHA that a household member is illegally using a drug.

(c) A determination made by DCHA that a pattern of illegal use of a drug by a household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(d) Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

(1) that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, or

(2) that threatens the health, safety or right to peaceful enjoyment of their residences of persons residing in the immediate vicinity of the premises.

(e) If the tenant is fleeing to avoid prosecution, custody or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees.

(f) If the tenant is violating a condition of probation or parole impose under Federal or State law.

(g) A determination made by DCHA that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises of other residents.

In accordance with the regulations at 24 CFR 5.861, DCHA may terminate tenancy and evict the tenant through judicial action for criminal activity by a covered person if DCHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested, or convicted for such activity and without satisfying a criminal standard of proof of the activity. HUD encourages, but does not require, DCHA to take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

SECTION II: THE ADMISSION AND LEASING PROCEDURE:

A. DCHA shall enter into leases, on a first-come, first-served basis, with priority given to applicants with the maximum local preference points, provided the families with whom leases are signed by DCHA are eligible families and all requirements of the Affirmative Action Plan for Equal Housing Opportunity are satisfied.

SECTION III: ELIGIBILITY FOR CONTINUED HOUSING ASSISTANCE PAYMENTS:

A. A family, to qualify for continued housing assistance payments, must continue to qualify as a family or be the remaining member of a tenant family, all as defined in Section XI.

B. In a situation where a family's income exceeds the appropriate Income Limit (Exhibit A), DCHA shall consider that family to be "over income". The family shall be allowed to occupy the unit in accordance with the terms of the Lease. However, upon expiration of the Lease, DCHA may determine that another unit be found elsewhere at the same rent to income ratio for the family, the replacement unit of suitable size, and safe, sanitary, and decent. In the event such a unit is located, DCHA will require the over income family to vacate the unit.

SECTION IV: RENTS:

A. Minimum Rent to Income Ratio:

The rent for any dwelling unit shall not be less than $25.00 or 10% of the monthly income of the family occupying the dwelling unit.

B. Maximum Gross Rent to Income Ratio:

The rent for any dwelling unit shall not exceed thirty (30%) of the monthly adjusted income.

C. Notification to Families of Right to Minimum Rent Hardship Exception

DCHA must waive this minimum monthly rent requirement to any family unable to pay due to financial hardships. The financial hardship exemption constitutes the only statutory exemption and includes these hardship situations:

1. The family has lost Federal, State, or local government assistance or is waiting for eligibility determination (including legal immigrants);

2. The family would be evicted if the minimum rent requirement was imposed;

3. The family whose income has decreased due to a change in circumstances, including, but not limited to, loss of employment.

4. A death in the family has occurred;

5. Other situations as may be determined by the DCHA or HUD.

D. Tenant Request for Hardship Exception:

Upon a tenant's request for a hardship exception, DCHA will waive the minimum rent charge beginning the month that immediately follows the date that the tenant made the request. DCHA may request reasonable documentation of hardship in order to determine whether there is a hardship and whether it is of a temporary or long-term nature. This determination will be done in a prompt and timely manner but not more than one week.

1. If DCHA determines that there is **no hardship** covered by the statute, DCHA shall immediately reinstate the minimum rent requirements.

The tenant is responsible for any minimum rent that was not paid from the date the minimum was suspended. DCHA may not evict the tenant for nonpayment of rent during the time in which it takes to make the hardship determination. A reasonable repayment agreement will be offered for any minimum rent back payment by the tenant.

2. If it is determined that **the hardship is of a temporary nature**, the minimum rent shall not be imposed for a 90-day period from the date of the suspension. At the end of the 90-day period, the tenants shall be responsible for the minimum rent which shall be imposed retroactively to the initial date of the suspension. The tenant cannot be evicted for nonpayment of rent during the time in which it takes to make the hardship determination nor during the 90-day grace period. A reasonable repayment agreement must be offered for any minimum rent back payment by the tenant.

3. If the nature of the **hardship is determined to be long-term**, DCHA will exempt the tenant from the minimum rent requirement from the date the suspension was granted until such a time that the hardship no longer exists.

4. DCHA will maintain documentation of all determinations regarding requests for hardship exceptions.

   Implementation of a long-term suspension of the minimum rent requirement shall be treated as an interim recertification. The tenant must complete the appropriate recertification documents.

SECTION V: OCCUPANCY STANDARDS:

A. The following standards will determine the number of bedrooms required to properly accommodate a family of a given size (except that such standards will be waived when necessary to achieve or maintain full occupancy of the developments):

Number of Bedrooms	Minimum Persons	Maximum Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

Dwellings will be so assigned and reassigned that, except possibly in the case of infants or children three years of age or under, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.

2. DCHA will take reasonable steps to ensure that an accessible unit will first be offered to a current occupant of another unit of the same community, or comparable community under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features. If no such occupant exists, then the unit will be offered to an eligible qualified applicant on the waiting list with a disability requiring the accessibility features of the vacant unit. However, after ten days, if there is not a qualified tenant or applicant in which to offer the accessible unit, then the unit will be offered to an applicant not having a disability requiring the accessibility features of the unit. In this case DCHA will require the applicant to agree, in writing, to move to a non-accessible unit when available.

3. Families who request a larger unit due to Medical reasons or reasonable accommodation must be able to verify the reason for the request.

4. An unborn child will be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In assigning a unit DCHA will also consider a child who is temporarily away from the home due to placement in foster care. If DCHA offers a unit with accessible features to a non-disabled person, because at that time, no qualified applicant or tenant required that unit, DCHA will require the non-disabled person to move to a non-accessible unit if the unit features are needed by a disabled person either on the waiting list or residing in a public housing unit.

5. A Live-in Aid shall be assigned a bedroom, unless the disabled or elderly family agrees to accept a smaller unit.

SECTION VI: LEASE APPROVAL AND INITIAL INSPECTION:

Prior to approving a Lease, DCHA shall inspect the unit for compliance with DCHA's Housing Quality Standards as established in accordance with Housing and Urban Development (hereinafter referred to as HUD) regulations, or cause it to be so inspected. A report for every inspection and re-inspection under this policy shall be prepared and maintained in the files of DCHA.

SECTION VII: PERIODIC INSPECTION:

A. DCHA will inspect or cause to be inspected each dwelling unit leased to an eligible family at least annually and at such other times as may be necessary to assure that the unit is in decent, safe and sanitary condition and to provide the agreed upon utilities and other services. DCHA will take into account complaints and any other information coming to its attention in scheduling inspections.

B. All dwelling units must meet the Section 8 Housing Assistance Payments Program Housing Quality Standards and any additional Housing Quality Standards contained in regulations which HUD may establish with respect to the Section 8 Housing Assistance Payments Program - New Construction.

SECTION VIII: RE-EXAMINATION OF FAMILY INCOME, COMPOSITION, AND EXTENT OF EXCEPTIONAL MEDICAL OR OTHER UNUSUAL EXPENSES:

A. Re-examination of family income, composition, and the extent of medical or other unusual expenses incurred by the family shall be made by DCHA at least annually, and appropriate re-determination shall be made of the amount of total tenant payment and the amount of the Housing Assistance Payment, all in accordance with schedules and criteria established by HUD.

B. Overcrowded Unit:

If DCHA determines that a dwelling unit is not decent, safe and sanitary by reason of increase in family size, the family and DCHA shall try to find an acceptable unit as soon as possible. If an acceptable unit is found that is available for occupancy by the family, the contract shall be terminated and housing assistance payments shall be made available to the family for occupancy in the acceptable unit. Housing assistance payments will not be terminated unless the family rejects without good reason the offer of a unit which DCHA judges to be acceptable.

SECTION IX: INTERIM ADJUSTMENT TOTAL TENANT PAYMENT:

A. Total tenant payment may be adjusted when the family income, composition and/or extent of the medical or other unusual expenses change so as to justify such an adjustment.

B. Tenants are required to report in writing all changes in income, family composition, and/or extent of medical or other unusual expenses to DCHA within ten (10) days of the occurrence of such change.

C. Tenants will be notified in writing of any resultant adjustment in total tenant payment, and the notice will state the effective date of the adjustment. In the case of an increase in total tenant payment, the adjustment will become effective on the first day of the second month following the change in circumstances, provided that the tenant has timely reported the change. In the case of a decrease in total tenant payment, the adjustment will become effective on the first day of the first month following the change in circumstances, provided that the tenant has timely report the change. If DCHA determines that the tenant has misrepresented the facts upon which the total tenant payment is based, or that the tenant has failed to notify DCHA, in writing, as required above, any increase in total tenant payment may be made retroactive.

SECTION X: ESTABLISHMENT OF AMOUNT OF HOUSING ASSISTANCE PAYMENTS:

A. The amount of Housing Assistance Payment on behalf of an eligible family, to be determined in accordance with schedule and criteria established by HUD, will equal the difference between (a) no less than ten percent (10%) of annual income or $25.00, nor more than thirty percent (30%) of the family's annual income, after allowance, and (b) the gross rent.

SECTION XI KINDER PARK MID RISE KEYCARD POLICY

1. One keycard will be issued to a tenant, free of charge, at the time of housing. In a case where there are two adult members, each will receive a card free of charge.

2. One additional card may be purchased for a fee of $10.00, for a family member.

3. A new keycard will be issued to tenants when necessary, free of charge, due to normal wear and tear.

4. If a card is returned to Delaware County Housing Authority's office within 90 (ninety) days of purchase, without any damage, the tenant will be refunded the $10.00 cost. (Damage would be any breaks or cracks in the card).

5. Tenants are not allowed to give or lend keycards to third parties, unless approved by Management.

6. All cards must be returned to the Delaware County Housing Authority's office upon termination of tenancy.

SECTION XII DISPOSITION OF ABANDONED PERSONAL PROPERTY

With respect to any personal property that a Tenant of a DCHA owned dwelling unit abandons or leaves behind when the Tenant vacates the leased Premises:

A. DCHA shall store the personal property at a commercial storage facility until the storage charges plus any amounts that may be owed by Tenant under the Lease equal the fair market value of the personal property. DCHA may then sell the personal property to satisfy the storage charges and any amounts that may be owed by the Tenant under the Lease.

B. If DCHA determines that the reasonable cost to store such personal property for one month plus any amounts the Tenant may owe under the Lease exceed the fair market value of the personal property. DCHA may immediately sell or otherwise dispose of the property.

C. DCHA shall attempt to notify Tenant of any personal property that DCHA discovers on the vacated Premises. At any time prior to DCHA's sale or disposition of the personal property, in accordance with Paragraph A or B above, Tenant may recover the personal property by paying any applicable storage charges and any amounts Tenant may owe under the Lease.

SECTION XIII: DEFINITION OF TERMS:

A. Accessible Dwelling Unit:

Means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with standards set forth in 24 CFR 8.32 & 40 (the Uniform Federal Accessibility Standards) is accessible within the meaning of this paragraph When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

B. Adjusted Income

Adjusted Income means the annual income less the following:

1. Four hundred eighty ($480.00) dollars for each dependent.

2. Medical expenses which exceed three percent (3%) of the annual income.

3. Four hundred ($400.00) dollars per elderly household.

4. Child Care Expenses.

C. Annual Income:

1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family eighteen (18) years of age or older, including all net income derived from assets for the twelve month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring or sporadic as defined in this section, and exclusive of certain other types of income specified in this section.

2. Except as provided in paragraph 2 of this section, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not limited to:

a. The gross amount, before any payroll deduction, of wages and salaries, overtime pay, commission, fees, tips and bonuses.

b. The net income from operation of a business or profession, or from rental of real or personal property (for this purpose, expenditures for business expansion, or amortization of capital indebtedness shall not be deducted to determine the net income from a business).

c. Interest and dividends on other net income of any kind form real estate or personal property.

d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

e. Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay (but see paragraph 2 (c), of this section.

f. Periodic and determinable allowance, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

g. All regular pay, special pay and allowance of a member of the Armed Forces (whether or not living in the dwelling) who is head of household or spouse (but see paragraph 2 (e), of this section).

2. The following items shall not be considered as income:

a. Casual, sporadic or irregular gifts.

b. Amounts which are specifically for or in reimbursement of the cost of medical expenses.

c. Lump-sum additions to family assets, such as inheritance, insurance payments under health and accident insurance and workmen's compensation, capital gains and settlement for personal or property losses.

d. Amount of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amount of such scholarships, or payments to veterans, not used for the above purposes of which are available for subsistence are to be income.

e. Special pay to a member of the Armed Services who is head of household, away from home, and exposed to hostile fire.

f. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

g. Foster child care payments.

h. The value of coupon allotments for the purchase of food, pursuant to the Food Stamp Act of 1964, which is in excess of the amount actually charged the eligible household.

i. Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:

   1. National Volunteer Anti-Poverty Programs which include VISTA, Service Learning Programs, and Special Volunteer Programs.

   2. National Older American Volunteer Programs for persons aged sixty (60) years and over, which include Retired Senior Volunteer Programs, Foster Grandparent Programs, Older American Community Services Program, National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE), and Active Corps of Executives (ACE).

j. Income of a live-in aide.

k. Amounts received under training programs funded by HUD.

If the circumstances are such that it is not feasible to reasonably anticipate a level of income over a twelve (12) month period, a shorter period may be used subject to a re-determination at the end of such period.

D. Dependent:

A member of the family other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full-time student (a foster child, a foster adult, or live-in aide may never be a dependent regardless of age or disability).

E. Disabled Person:

1. One or more person at least one of whom is an adult (18 years or older) who has a disability.

2. Two or more persons with disabilities living together or one or more such persons living with another person who is determined by HUD, based upon a certification from an appropriate professional (e.g., a rehabilitation counselor, social worker, or licensed physician) to be important to their care or well being.

F. Elderly Family:

Elderly family means a family whose head or their spouses or whose sole members are persons who are at least sixty-two (62) years of age or are under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970. The term elderly families includes one (1) or more elderly or disabled individuals living together with another person who is determined under regulation of the Secretary of HUD to be a person essential to their care or well being.

G. Extremely Low-Income Family

A family whose annual income does not exceed thirty percent (30%) of the median income for the area as determined by HUD.

H. <u>Fair Market Rent:</u>

Fair market rent means the rent, including utilities (except telephone), ranges and refrigerators, parking and all maintenance, management, and other services, which, as determined annual by HUD would be required to be paid in order to obtain privately developed and owned existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

I. Gross Rent:

The gross rent means the contract rent, plus any allowances for utilities and other services.

J. Housing Assistance Payments of Behalf of Eligible Family:

The Housing Assistance Payment on behalf of the eligible family is an amount paid to the owner for the family.

K. Live-in Aide:

A person who resides with one or more elderly persons near elderly persons, or persons with disabilities and is determined to be essential to the care and well-being of the persons.

L. Local Preference:

Local preferences are preferences that are used to establish persons on the waiting list. O. Lower-Income Family:

Lower-income family means a family whose income does not exceed eighty percent (80%) of the median income for that area, as determined by HUD, with adjustments for smaller or larger families. (HUD may establish limits higher or lower than eighty percent (80%) if prevailing levels of construction costs, unusually high or low incomes or other factors so dictate.)

L. Minimum Rent:

The lowest TTP permitted for residents receiving Section 8 assistance. The minimum rent is $25.00 and is used when thirty percent (30%) of adjusted monthly income and ten percent (10 %) of the gross monthly income are all below $25.00.

M. Net Family Assets:

Net family assets mean the value of equity in real property, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

N. Planned Employment

Planned employment means bona fide offer to work in the jurisdiction as evidenced by written documentation from the potential employer.

O. Total Tenant Payment:

Total Tenant Payment means the portion of the gross rent payable by an eligible family after allowances (medical, unusual expenses, allowances for minors).

P. Very Low-Income Family:

Very low-income family means a family whose income does not exceed fifty percent (50%) of the median income for that area, as determined by HUD, with adjustments for smaller and larger families.

EXHIBIT A

PERSONS	LOW INCOMES	VERY LOW INCOMES	30% OF MEDIAN
1	38550	24100	14450
2	44050	27500	16500
3	49550	30950	18600
4	55050	34400	20650
5	59450	37150	22300
6	63850	39900	23950
7	68250	42650	25600
8	72650	45400	27250

EXHIBIT B

DELAWARE COUNTY HOUSING AUTHORITY
PROPERTY INSPECTION CITATION

In accordance with the terms of your lease, you are required to maintain your property in a clean and safe condition.

An inspection of your property at:

Address:_____

Date:_____ **Time:** _____ ❑ AM ❑ PM

makes it evident that you are not complying with the terms of your lease as the inspection revealed inadequate care of:

❑ Abandoned Vehicle
❑ **Grass Needs Cutting***
❑ No Trash can
❑ Bulk Trash*
❑ Abandoned Pet
❑ Trash cans not promptly retrieved from curb
❑ **Excessive Litter***
❑ Other:_____

COMMENTS

Because of the conditions above, you are hereby notified that you are not in compliance with your lease. You have three (3) days to correct the problem. If not remedied within three (3) days from the date of this Citation, DCHA will correct your violation and a maintenance charge of $40.00, where indicated, will be due with your next month's rent. Four (4) such Inspection Citations within a six (6) month period will be cause for termination of your lease.

If you have any questions, please contact the Housing Department at (610) 490-6229.

_____
DCHA Official

indicates a $40.00 maintenance charge.

DELAWARE COUNTY HOUSING AUTHORITY
ADMISSION AND CONTINUED OCCUPANCY POLICY

Section I. Eligibility for Admission and Processing of Applications

A. Nondiscrimination

1. It is the policy of the Delaware County Housing Authority (DCHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State Laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (24 CFR 960.203)

2. DCHA shall not discriminate because of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any Public Housing Community under DCHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (24 CFR 100.5)

3. DCHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants. Each applicant in a particular group or category shall be treated on an individual basis in the normal processing routine. (24 CFR 960.205)

4. DCHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988 DCHA will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24, and 8.25) make reasonable accommodations (24 CFR 100.204), or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

   (a) In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, DCHA is not required to:

(1) In an existing housing program, make each of its existing facilities accessible [24 CFR 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24CFR 8.24 (b)]

(2) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR 8.32 (C)]

(3) Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level; [24 CFR 8.26]

(4) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR 8.24 (a) (2)]

(5) Take any action that would result in an undue financial and administrative burden on DCHA. [24CFR 8.24 (a) (2)]

B. Accessibility and Plain Language

1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test. (24 CFR 8.20 and 8.21)

2. Documents for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. (24 CFR 8.6) The documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

3. At the point of initial contact, DCHA staff will ask all applicants whether they need some form of communication other than plain language paperwork and provide accordingly. For those applicants who are unable to read (or to read English), DCHA staff will be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out.
Applicants who read or understand little English may furnish an interpreter who can explain what is going on. DCHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired [24CFR 8.6]) because the Fair Housing law makes no such requirement.

4. DCHA has the following in plain-language accessible formats:
   - Information about the application process
   - The application form
   - All form letters, notices, to applicants and residents
   - General statement about reasonable accommodation
   - Orientation materials for new residents
   - The lease and house rules (if any)
   - Guidance or instructions about care of the housing unit
   - Information about opening, updating or closing the waiting list
   - All information related to applicant's rights (to informal hearings, etc.)

C. Deconcentration Policy

Delaware County Housing Authority (DCHA) will select applicants to promote deconcentration and income mixing in its covered public housing developments. DCHA will achieve this by first determining the appropriate income levels of the current residents in the development and incomes of the census tract in which the development is located. In order to accomplish this task DCHA may skip applicants on the waiting list to select the first eligible applicant that meets the criteria required in the community in which a vacancy occurs. DCHA will also consider offering incentives to higher income applicants to encourage them to move into lower income developments.

D. Income Targeting

DCHA will provide housing to at least 30 percent of new admissions in any fiscal year to families whose income does not exceed 30 percent of median income for the area.

In accordance with the above, DCHA must give Section 8 tenant-based assistance to more than 75 percent of extremely low income families in ay fiscal year.

If the percentage of Section 8 tenant-based assistance does not exceed 75 percent, DCHA will house 40 percent of new admissions to its Low Rent Public Housing Program.

E. Marketing

It is the policy of DCHA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in DCHA's units, availability of units through turnover, and waiting list characteristics and the deconcentration and income mix within the community in which a vacant unit is available. DCHA will annually assess these factors in order to determine the need for and scope of any marketing efforts. DCHA Partners with the Delaware County Department of Human Services to administer a variety of “Special Needs” Programs. Currently collaborative efforts include the Shelter Plus Care program for homeless drug and alcohol dependent individuals and duel diagnosis individuals.

DCHA is continuing its' longstanding relationships with a variety of county agencies representing "Special Needs" populations including the mentally and physically handicapped/disabled persons with HIV and AIDS, the homeless persons in drug and alcohol treatment programs and victims of domestic violence. DCHA will continue to expand housing opportunities for these groups through referrals from advocate groups and targeting of assistance to groups in existing assisted housing programs. Case management by these advocates is an integral part of these housing opportunities. The advocates include Horizon House, Holcomb and Family and Community Services.

F. Qualification for Admission

1. It is DCHA's policy to admit only qualified applicants.

2. An applicant is qualified if he or she meets all of the following criteria:

(a) "Is a family" as defined in Section, XIII of this policy.

(b) Heads of household where all members of the household are citizens or eligible non-citizens.
(24 CFR 5.500 through 5.512)

(c) Has an Annual Income at the time of admission that does not exceed the low or very low income limits for occupancy established by the Department of Housing and Urban Development, and posted separately in Delaware County Housing Authority's offices.

The Low income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability prior to 10-1-81 (24 CFR 5.607)

The Very Low income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability after 10-1-81. (24 CFR 5.607)

(d) Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers; (24 CFR 5.216)

(e) Meets or exceeds the Tenant Selection Criteria set forth in Section 1.H. of these policies. (24 CFR 960.205)

G. Waiting List Management

It is the policy of DCHA to administer its waiting list as required by the regulations at 24 CFR 945,960.201 through 960.207.

DCHA has established site based waiting lists for the Calcon Gardens, Highland Homes, The

Mills at Parkview and Parkview Homes and Apartments developments.

Each applicant will be advised that site based waiting lists are available for these communities and that other DCHA communities utilize a separate waiting list. All applicants will have the opportunity to apply for each waiting list.

Applicant will be provided with basic information about available sites including location, occupancy, number and size of accessible unit, amenities such as day care, security, transportation and training programs and an estimate of the waiting time for admission to units of different sizes and types at all sites.

Applicants on site based waiting lists will be selected in accordance with this Admission and Occupancy Policy.

It is DCHA's policy to administer all waiting lists in accordance with all applicable equal housing opportunity statutes, Executive Orders, Regulations and Notices. DCHA will review its site based waiting list policy in accordance with 24 CFR 903.7 (c) (iii) (v).

1. Opening and Closing Waiting Lists

   (a) DCHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

   (b) DCHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. At the time of initial intake, DCHA will advise families of their responsibility to notify DCHA when mailing address or phone numbers change.

   (c) If DCHA has sufficient applications to fill anticipated vacancies for the coming 12 months, DCHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.

   (d) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of DCHA to house an applicant in an appropriate unit within a reasonable period of time. A decision to close the waiting list, restrict intake, or open the waiting list will be publicly announced.

   (e) During the period when the waiting list is closed, DCHA <u>will not</u> maintain a list of individuals who wish to be notified when the waiting list is reopened.

2. Change in Preference Status While on the Waiting List

(a) Occasionally families on the waiting list who did not qualify for a Preference at the time of application intake will experience a change in circumstances that qualifies them for a Preference.

In such instances, it will be the family's duty to contact DCHA so that their status may be recertified or, depending on application processing status, reverified.

(b) To the extent that DCHA determines that the family does now qualify for a Preference, they will be moved up on the waiting list in accordance with their Preference and their date and time of application.

3. Removal of Applications from the Waiting List

DCHA will not remove an applicant's name from the waiting list except in accordance with the following:

(a) Removal from the Waiting List at the applicants' request.

(b) Applicant's failure to update their application annually or at least once a year.

(c) If it is determined by DCHA that the applicant submitted fraudulent information.

H. <u>Processing Applications for a unit offer and admission</u>

It is DCHA's policy to accept and process applications in accordance with applicable HUD Regulations. Applications will be received, processed and placed on DCHA's Application Wait Listing.

1. Interviews and Verification Process

(a) As families approach the top of the waiting list, the following items will be verified according to DCHA's verification procedures to determine qualification for admission to DCHA's housing.

(1) Family composition and type (Elderly/non-elderly)

(2) Annual Income

(3) Assets and Asset Income

(4) Allowance Information

(5) Social Security Numbers of all Family Members

(6) Information Used in Applicant Screening in accordance with section I.

(7) Citizenship or eligible immigration status

(8) Local Preferences

(b) DCHA's first choice is a written third party verification to substantiate applicant or resident claims. DCHA may also use phone verifications with the results recorded in the file, dated, and signed by DCHA staff, and, if no other form of verification is available, applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of citizenship or eligible immigration status shall be carried out pursuant to 24 CFR 5.500 using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records.

2. DCHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; electronic applications will also be accepted by date and time of receipt; the determination by DCHA as to eligibility or ineligibility of the applicant; when eligible, the unit size for which eligible, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

I. <u>The Local Preference System</u>

1. It is DCHA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet DCHA's Tenant Selection Criteria (as defined in Section I J) before being offered a unit.

2. Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission meet the definitions of the preferences described in Section I H-5.

3. If there are no applicants on the waiting list (s) that qualify for a Local Preference, otherwise eligible non-preference families will be selected.

DCHA will not hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants

with a local preference.

4. Before applying its preference system, DCHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, units in housing designated for the elderly or disabled, or income targeting limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available. (24 CFR 945.201 through 945.205).

   By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with local preferences, e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool.

   Factors other than the preference system that affect applicant selection for unit offers are described below:

   (a) When selecting a family for a unit with accessible features, DCHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

   (b) If no family can be found for a unit with accessible features, DCHA will allow the unit to remain vacant for ten (10) days before housing a family not needing the features subject to the procedures described in the Tenant Selection and Assignment Plan described in Section II of this policy.

   Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

   (c) When selecting a family for a unit in housing designated for elderly families or housing designated for disabled families, DCHA will give a preference to elderly or disabled families as described later in this section.

   (d) When selecting a family for a unit in a mixed population housing (the property houses both elderly and disabled families) DCHA will give a preference to elderly families and disabled families as described later in this section.

   (e) When selecting a single person for a unit in a mixed population housing, elderly or disabled single persons have preference over singles who are neither elderly nor disabled. (24 CFR 960.407) d.

   (f) Any admission mandated by court order, related to desegregation or Fair

Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the Preference System.

(g) DCHA will also offer units to existing residents on the transfer list. Some types of transfers are processed ahead of new admissions (e.g. administrative category 1) and some types of transfers are processed with new admissions as determined by DCHA.

(h) A family that is a victim of domestic abuse that is referred to DCHA by a recognized Domestic Abuse Shelter or Agency. The victim must present to DCHA a documented Protection from Abuse Order and a written referral from the shelter or Agency.

(i) A family whose head or spouse is a veteran.
Selection of a family of domestic abuse or a veteran family will be processed Using a ratio of 1 selection for every 10th new admission. This ratio is Discretionary and will be reviewed at least annually to determine its effect On vacancy. Based on recommendations from staff, the Executive Director May authorize a change in this ratio or suspend the processing of this type Of selection.

5. Local Preferences

DCHA will use local preferences in its preference system. The following preference system will be applied in the selection of applicants from the waiting list for a unit offer:

(a) Local Preferences are as follows:

<u>Points</u>

1. Jurisdiction = 9

2. Working/elderly or disabled = 3

(1) Jurisdiction, live in or work in Delaware County outside of the city of Chester.

(2) To receive the local employment preference the applicant family must have at least one family member, age 18 years or older, employed at the time of DCHA's offer of housing or who expect to live in the jurisdiction as a result of planned employment.
NOTE: *Planned employment means bona fide offer to work in the Jurisdiction as evidenced by written documentation from the potential*

Employer.
Applicant must be employed a minimum of 20 hours per week for the Family member claiming the preference.

A family member that leaves a job after receiving benefit of the Preference will be asked to document the reasons for termination. Someone who terminates employment (as opposed to layoff, or Taking a new job) will be considered to have misrepresented the Facts to DCHA and will have their assistance and/or offer canceled.

The amount earned from employment shall not a factor in granting the working preference. The working preference shall also be available to a family if the head, spouse or sole member is 62 or older, or is receiving social security disability or SSI disability benefits, or any other payments based on the individual's inability to work.

(3) The following local preferences will be used in order to promote deconcentration and to meet the income targeting requirements; however, these preferences will not be assigned point values.

(a) Households that contribute to meeting income goals (broad range of incomes).

(b) Households that contribute to meeting income requirements (targeting).

(4) DCHA will not give a local preference to an applicant if any member of the applicant family is a person evicted during the past three years because of criminal or drug-related criminal activity from housing assisted under the 1937 Housing Act (24 CFR 960.205) DCHA may give an admissions preference in any of the following cases:

(a) If DCHA determines that the evicted person has successfully completed a rehabilitation program approved by DCHA; (A list of these programs are available upon request).

(b) If DCHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or not currently chemically or alcohol dependent.

(c) If DCHA determines that the evicted person no longer participates in any drug-related criminal activity.

(5) Applicants with a local preference may accumulate a maximum of 12 points, which is the total of the assigned point values for local preferences.

6. Administration of the Preferences

(a) At the time of initial application, DCHA will use its local preference form or other form of verification to obtain the family's certification that it qualifies for a local preference. If a local preference is claimed DCHA will advise the family of the need to verify the claim. At the initial application interview the family will be advised to notify DCHA of any change that may affect their ability to qualify for a preference.

(b) Applicants that are otherwise eligible and are certified as qualifying for a local preference will be placed on the waiting list.

(c) Applicants that certify to a local preference at the time of initial application must be able to verify their preference status prior to the offer of unit. Applicants that cannot verify current preference status will lose their preference qualification and their standing on the waiting list.

(d) Families that lose their original local preference, but still qualify for another local preference, will be placed on the waiting list in accordance with their current preference status. Families that do not qualify for any of the local preferences will be in a lower position on the waiting list based on date and time of application.

7. Notice of Denial

(a) DCHA will provide a written notice of determination in those cases where an applicant does not meet the criteria for placement on the waiting list. This notice shall contain a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with DCHA's designee to review the determination within ten working days from the date of the notice.

(b) If the applicant requests the meeting, DCHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate. A written summary of this meeting shall be made and retained in a file in the Housing Management Department.

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preference, political or union affiliation, or an

individual's use of a guide or support animal because of blindness, deafness or physical handicap has contributed to DCHA's decision to deny a preference.

J. Tenant Selection Criteria

The following criteria will be used in selecting families for occupancy in DCHA's public housing communities, beyond basic conditions governing eligibility:

1. Management will consider whether the applicant has a satisfactory history of meeting financial obligations, including timely payment of rent. Outstanding judgments, collections or a history of late payment of bills may be cause for rejection. If Management rejects an application based upon the credit report, the applicants will be provided with the cause for rejection and given the name of the credit bureau which performed the credit check. Applicants will also be given two (2) weeks to dispute any information on the credit report.

2. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants.

3. A history of criminal activity involving drug-related crimes or crimes of physical violence to persons or property, and other criminal acts which would adversely affect the health, safety or welfare of other tenants.
4. An applicant will be denied housing if they owe DCHA money from a previous tenancy or as a Section 8 participant.

Criteria will also include documented evidence of the preceding conditions while formerly in residency as head of household or adult family member in a DCHA unit. Evidence must be documented on the individual being considered, as follows:

1. Evidence of rehabilitation. Evidence of rehabilitation for drug related activity could include but not be limited to verification from a reliable certified drug treatment center, stating there is a reasonable probability that the applicant will refrain from the use of illegal drugs and/or that applicant is currently complying with treatment requirements and is not currently using a controlled substance. Acceptable verification to show evidence of rehabilitation for criminal activity could be improved behavior, sustained over a period of time documented by a law enforcement officer, probation/parole officer or other court officer. Also whether the applicant has engaged in any additional criminal activity.

2. Evidence of applicant's family participation in or willingness to participate in social service or other appropriate counseling services such as Family and Community Service Agencies and Community dispute settlement programs.

3. Evidence of the applicant's family willingness to attempt to increase family income by participating in training and employment programs in the locality.

4. If an applicant claims mitigating circumstances consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct.

   Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

   If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, DCHA also has the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. DCHA also has the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquires will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

   DCHA will not delay, deny or terminate a family's assistance on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and DCHA procedures.

K. Occupancy Standards

1. The following standards will determine the number of bedrooms required to properly accommodate a family of a given size (except that such standards will be waived when necessary to achieve or maintain full occupancy of the developments):

Number of Bedrooms	Minimum Persons	Maximum Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

Dwellings will be so assigned and reassigned that, except possibly in the case of infants or children three years of age or under, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.

2. DCHA will take reasonable steps to ensure that an accessible unit will first be offered to a current occupant of another unit of the same community, or comparable community under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features. If no such occupant exists, then the unit will be offered to an eligible qualified applicant on the waiting list with a disability requiring the accessibility features of the vacant unit. However, after ten days (10), if there is not a qualified tenant or applicant in which to offer the accessible unit, then the unit will be offered to an applicant not having a disability requiring the accessibility features of the unit. In this case DCHA will require the applicant to agree, in writing, to move to a non-accessible unit when available.

3. Families who request a larger unit due to Medical reasons or reasonable accommodation must be able to verify the reason for the request.

4. An unborn child will be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In assigning a unit DCHA will also consider a child who is temporarily away from the home due to placement in foster care. If DCHA offers a unit with accessible features to a non-disabled person, because at that time, no qualified applicant or tenant required that unit, DCHA will require the non-disabled person to move to a non-accessible unit if the unit features are needed by a disabled person either on the waiting list or residing in a public housing unit.

5. A live-in aide shall be assigned a bedroom, unless the disabled or elderly family agrees to accept a smaller unit.

Section II: Tenant Selection and Assignment Policies

It is DCHA's policy that each applicant shall be assigned his/her appropriate place on a county wide waiting list in sequence based upon date and time the application is received, suitable type or size of unit, and local preferences all of which are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto. (24 CFR 1.4 (b) (2) (ii) and 100) Exceptions to the county wide and site based waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

The plan for selection of applicants and assignment of dwelling units assures equal opportunity and nondiscrimination on grounds of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap is Plan A. (24 CFR 1.4) (b) (2) (ii) and (iii).

Under this plan each qualified applicant first in sequence on the waiting list will be made one offer of a unit of appropriate size and will have twenty-four hours (24 hrs.) after seeing the unit to accept or reject the offer. When there is more than one unit available of the appropriate size and type, DCHA will offer the unit that has been ready for move-in the longest. If the applicant rejects the offer of the unit he/she will be placed at the bottom of the waiting list. However if an applicant rejects a second offer of a unit he/she will be removed from the waiting list.

If an applicant is willing to accept the unit offer but is unable to move at the time of the offer and presents to the satisfaction of DCHA clear evidence or good cause that acceptance of the offer of a suitable size unit will result in undue hardship, the applicant's name will not be placed at the bottom of the waiting list.

There are two types of "good cause" refusals of unit offers under which an applicant would not be dropped to the bottom of or off the waiting list. The first example is when an applicant is willing to move but is unable to do so at the time of the unit offer (e.g., the applicant is in the hospital or is serving on a sequestered jury). The second type of good cause refusal occurs when an applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. Examples of this hardship include the following:

1. A unit is not ready for move-in at the time of the offer of housing. Applicant should be offered the next unit that is ready for move-in.

2. Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, to the extent that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

3. The family demonstrates to DCHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessment related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

4. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.

5. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

6. The unit has lead-based paint and the family includes children under the age of six

7. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The applicant should be able to document that the hardship claimed is good cause for refusing an offer of housing. If good cause is verified, the refusal of the offer will not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

DCHA will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

Section III: Eligibility for Continued Occupancy and Remaining Family Member

A. Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family or the remaining member of a tenant family as defined in this policy. A live-in-aide is not considered a remaining member.

2. Income does not exceed the income limit applicable for that size family. However, DCHA may not refuse to renew a lease unless it has identified, for possible rental, by the family, a decent, safe and sanitary housing unit of suitable size which is available without requiring the family to pay more than thirty percent (30%) of their monthly income as rent.

3. Are in full compliance with the resident obligations and responsibilities as described in the DCHA's Residential Dwelling Lease.

4. Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required by 24CFR 5.502.

5. Remaining family members 18 years of age or older will be responsible for arrearages incurred by the former head or spouse.

B. Community Service Requirements

The Quality Work Responsibility and Housing Act (QWRHA) requires each adult residing in a Delaware County Housing Authority's Low Rent Public Housing unit to contribute 8 hours of community service per month to the community in which the family resides. Exempted are those residents who are employed, elderly, disabled, participating in the economic self-sufficiency program, excluded from the states work requirements, or enrolled in a qualifying state program.

DCHA will review compliance with the requirements 30 days prior to Lease expiration. If any adult member of a household fails to satisfy the eight hours per month requirement, their lease will not be renewed after its 12 month period has expired. However, the lease will not be terminated during the 12 month period.

DCHA will notify residents that they are in non-compliance and that the lease will not be renewed unless the non-compliant resident enters into a written agreement with DCHA to comply and complete the requirement. If the family member no longer resides in the household, the family must provide written, satisfactory, verification to DCHA of the member's whereabouts.
The following are potential community service tasks. This is not all inclusive and may be expanded at any time:

1. Provide street cleaning services within the development that the resident resides.

2. Service as a mentor for new residents.

3. Baby sit at resident organization meetings.

4. Distribute information flyers to other residents.

5. Provide clerical assistance in DCHA offices.

Section IV: Rents:

A. Minimum Rent to Income Ratio:

The rent for any dwelling unit shall not be less than $50.00 or 10% of the monthly income of the family occupying the dwelling unit.

B. Maximum Gross Rent to Income Ratio:

The rent for any dwelling unit shall not exceed thirty (30%) of the monthly adjusted income or the flat rent established for the specified bedroom size as defined in Section XIII, Definition of Terms. Flat rents will be reviewed annually. Residents paying flat rents will have their rents adjusted annually in the case of an increase or decrease due to market value.

C. Notification to Families of Right to Minimum Rent Hardship Exception

DCHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30 percent of monthly adjusted income, 10 percent monthly income or minimum rent.

DCHA notification will advise families that hardship exception determinations are subject to DCHA review and hearing procedures.

DCHA will review all family requests for exception from the minimum rent due to financial hardship.

All request for minimum rent hardship exceptions are required to be in writing.

Suspension of Minimum Rent

DCHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until DCHA determines whether the hardship is:

Covered by statute

Temporary or long term

"Suspension" means that DCHA must not use the minimum rent calculation until DCHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent. If DCHA determines that the minimum rent is not covered by statute, DCHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If DCHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactive to the time of suspension.

DCHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

D. **Notification to Families of Right to Switch From Flat Rent to Income-Based**

A family that is paying a flat rent may at any time request a switch to payment of income-based rent before the next annual option to select a type of rent if the family is unable to pay the flat rent because of financial hardship.

If DCHA determines that the family is unable to pay the flat rent because of a financial hardship, DCHA will allow the requested switch to an income-based rent. The determination will be based on but not limited to the following situations:

1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;

2. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items.

Section V: Leasing of Dwelling Units:

A. A lease agreement shall be executed by the head of the household and a spouse or unrelated partner of the head of household or co-heads of household (if applicable) of the family accepted as tenants, and by the Director of Housing Management who has been delegated to sign leases on behalf of DCHA, except in the case of a tenant employee, where the Executive Director is required to sign.

B. If a tenant family transfers from one dwelling unit to another, a new lease shall be executed for the dwelling to be occupied.

C. Changes in rent shall be made by a properly dated and signed Lease Addendum mailed to the tenant thirty days prior to change, provided accurate third party verification is received in a timely manner. Such notices shall become part of the Lease agreement.

D. Residents will be given a choice to pay a flat rent, or a rent that does not exceed 30 percent of income.

Section VI: Re-examination of Family Income and Composition:

A. DCHA shall re-examine the income and composition of all tenant families at least once every twelve months, and determine whether the family's unit size is still appropriate, with the exception of those families who choose to pay a flat rent. Families choosing to pay flat rent will be required to be re-examined every three years. Families must provide true and complete information to DCHA whenever information is requested. DCHA's verification requirements are designed to maintain program integrity. DCHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family compositions are explained below. DCHA will obtain proper authorization from the family before requesting information from independent sources. All information obtained by DCHA will be confidential. After consultation with the family and upon verification of the information, DCHA shall make appropriate adjustments in the Total Tenant Payment and Tenant rent.

(1) Methods of Verification and Time Allowed (24 CFR 982.516)

DCHA will verify information through the four methods of verification acceptable to HUD in the following order: (24 CFR 960.253)

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

DCHA will allow (2) weeks for return of third-party verifications and (2) weeks to obtain other types of verifications before going to the next method. DCHA will document the file as to why third party written verification was not used. Verifications may not be more than (90) days from date of receipt.

(2) Third-Party Written Verification

Third-Party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third-party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances.

DCHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

Social Security Administration
Veterans Administration
Delaware County Office of Assistance
Unemployment Compensation Board
City or County Courts

DCHA will send requests for third party written verifications to the source at all times regardless of whether the family provides a computerized printout with the exception of Unemployment Compensation. The Board of Unemployment Compensation charges a fee to verify income third party. It is DCHA's policy not to pay a fee for third party verification and will accept the Determination Notice that is sent to the resident from the Unemployment Compensation Board.

(3) Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, DCHA will compare information of documents provided by the family. If provided by telephone, DCHA must originate the call.

(4) Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third-party within (4) weeks, DCHA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.

DCHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs (three (3) months of stubs)
Computer print-outs from the employer
Signed letters (provided that the information is confirmed by phone)
Other documents noted in this Chapter as acceptable verification

DCHA will accept faxed documents and photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the DCHA will utilize the third party verification.

(5) Self-Certification/Self-Declaration

When verification cannot be made by third-party verification of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

B. When a family that has been unemployed for one year and becomes employed, their rent increase will be phased-in over a two year period after the first years disallowance. (24 CFR 960.255). For the initial twelve month period, the family's rent will not be increased. For the second year, the family's rent will not be increased more than fifty percent (50%) of the amount of the total rent increase normally applicable in the absence of this provision.

It is the resident's choice to retain the income as a result of an income disallowance or to have the increased rental payment deposited into an escrow savings account for self-sufficiency purposes.

C. Each tenant family is to be notified in writing within thirty days of any changes required in rent or unit occupied and any misrepresentation or Lease violation revealed as a result of the re-examination and the corrective action to be taken.

D. DCHA shall not refuse to renew a lease based on the income of the tenant family unless: (a) It has identified, for possible rental by the family, a unit of decent, safe, and sanitary housing of suitable size available at a rent not exceeding the Tenant Rent as defined and calculated in accordance with HUD regulations, or (b) it is required to do so by local law.

Section VII: Special Re-examination of Resident:

A. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination of income and rent will be made and a special re-examination scheduled every sixty days until a reasonably accurate estimate of income can be determined. The resident will be notified in advance as to the date of the special re-examination (s).Special reexaminations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a lease holder.

B. Persons reporting zero income will have their circumstances examined every 60 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items. All regular monetary contributions will be counted as household income.

Section VIII: Interim Adjustment of Rent:

A. Rent will be adjusted when the family's income increases by $200.00 or more per month or composition changes.

B. Tenants are required to report all changes in income and/or family composition to DCHA within ten days of the occurrence of such change.

C. Tenant will be notified in writing of any resultant rent adjustment, and such notice will state the effective date of such adjustment. In a case of a rent decrease, the adjustment will become effective on the first day of the first month following the reported change in circumstances, provided that the tenant has timely reported such change. Increases in rent will be effective the first day of the second month following the reported change, provided that the tenant has timely reported such change.

D. If the Authority determines that the tenant has misrepresented the facts upon which the rent is based under Sections VI, and VII increases in rent may be made retroactive to a date that DCHA will determine.

Section IX: Transfers

A. Transfers to other dwelling units shall be made without regard to race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap. Transfers may be made with regards to sex, when the sex of a resident is a bona fide qualification.

B. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director.

C. DCHA has two types of transfers: Administrative - Category 1, and Administrative - Category 2.

D. Resident Transfer Criteria:

(1) Administrative Transfers - Category 1 are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by DCHA. These transfers within sites or between sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of serious or life threatening nature or based on documentation provided by a law enforcement agency, provide housing options to residents who are victims of hate crimes or to protect members of the household from attack by the criminal element in a particular property or neighborhood, also to permit modernization of unit or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admission.

Requests for medical transfers under Category 1 will be made to the Director of Housing Management. The Resident will provide the Director of Housing Management with the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within a resident's area. Medical transfers may also be initiated by DCHA (e.g. moving a person with mobility problems to a unit with accessible features).

(2) Administrative transfers - Category 2:

These transfers within sites or between sites may be made to correct occupancy standards (over/under housed conditions), to correct and avoid concentration of the most economically and socially deprived families, and to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not take priority over new admissions.

Category 2 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

(a) Residents in an over/under housed status will be advised that a transfer is needed and that the family has been placed on the transfer list.

(b) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is three (3) years of age. After age 3 a Category 2 administrative transfer will be needed. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and in DCHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, DCHA's prior approval of additions to the household is required.)

(c) Split-family transfers will be processed under this category of administrative transfers. 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. Options for split-family transfers will be considered in order to minimize the impact on vacant unit. Such transfers will not be prioritized and will be handled in a manner that best benefits DCHA.

(3) Residents will be considered for transfer if they:

(a) have not engaged in criminal activity that threatens the health and safety of residents and staff;

(b) do not owe back rent or other charges, or evidence a pattern of late payment;

(c) meet reasonable housekeeping standards
and have no housekeeping lease violations.

Exceptions to the good record requirements may be made for Administrative Category 1 transfers or when it is to DCHA's advantage to move forward with the transfer.

(4) Residents may be denied a transfer due to the following:

(a) poor housekeeping habits as documented in tenants file.

(b) poor rent paying record.

(c) refusal to keep an agreement on repayment of back charges.

(d) addition of family members to the household for the sole purpose of acquiring a larger unit. (i.e. A request to add additional family members to a household after receiving a notice to transfer.

(e) Social behavior problems such as families inability to get along with neighbors, reports from police of numerous neighborhood disturbances, any criminal activity, drug abuse and alcohol abuse that threatens the health and safety of the community.

(5) Residents shall bear the cost of transfers with the exception of transfers due to modernization, where DCHA will pay all costs in accordance with the Uniform Relocation Act:

(a) The cost of a moving van for relocation

(b) The transfer fee for all utility services

(6) The Assisted Housing Programs Manager has the responsibility to obtain and document all pertinent information relative to a request for transfer.

Section X: Utilities

A. In some of DCHA's developments residents pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by DCHA in consultation with the utility consultant and reviewed by HUD. (24 CFR 965.502)

B. Utility Reimbursement is the amount if any, by which the utility allowance for the unit exceeds the TTP for the family occupying the unit.

1. Application of Utility Reimbursement. It is Delaware County Housing Authority's policy that any tenant entitled to a utility reimbursement be granted the opportunity to offset any debt incurred on their account by applying their utility reimbursement.

C. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments.

1. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

2. Ability to Get Utilities Connected - If a resident or applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to another site or unit or that an applicant cannot be admitted to a unit with resident-paid utilities.

3. Payment Requirements-Resident Paid Utilities - Paying the utility bill is the resident's obligation under the DCHA's lease. Failure to pay utilities is grounds for eviction.

Section XI: Evictions

A. No tenant shall be given a notice to vacate without being advised by DCHA, in writing the reason for the eviction, and given an opportunity to make such reply or explanation as he or she may wish. The tenant will have fifteen days from the date of notice to request such meeting either orally or in writing.
Except in cases involving violent or drug-related criminal activity where no informal conference is required.

B. A written record of every eviction shall be maintained by DCHA and shall contain the following information:

1. Name of tenant and identification of unit occupied.

2. Date of notice to vacate.

3. Date when the tenant responded to the eviction notice.

4. Specific reason for notice to vacate. For example, if a tenant is being evicted for undesirable actions, the records should detail the actions which resulted in the determination that eviction should be instituted.

5. Date and method of notifying tenants, with summary of any conferences with a tenant, including names of conference participants.

6. The Tenant is entitled to discuss and resolve any grievance with DCHA through the Grievance Procedure, except in cases involving violent or drug-related criminal activity. A copy of the Grievance Procedure is posted in the Management Office.

Section XII: Pets:

A. Resident's residing in all communities or buildings must register pets with DCHA prior to the pet being brought into the community or building.

B. DCHA does not discriminate against an individual because of use of a guide or support animal because of blindness, deafness or physical disability. Any person with a disability has the right to keep an assistant/support animal in a unit, whether they are living in an elderly or family development. Assistant/support animals used as auxiliary aides are excluded from the pet policy.

C. DCHA will include as medical expenses those expenses that are related to the care and maintenance of assistance/support animals used as auxiliary aids for persons with disabilities.

D. All new admissions who sign a lease for family units on or after July 1, 1998, will be permitted to have one pet reside in their unit. A pet deposit is required.

E. Additional information on the keeping of pets in DCHA's communities can be found in DCHA's Pet Policies. The Pet Policy shall govern the keeping of all pets.

Section XIII Disposition of Abandoned Personal Property

With respect to any personal property that a Tenant of a DCHA owned dwelling unit abandons or leaves behind when the Tenant vacates the leased Premises:

A. DCHA shall store the personal property at a commercial storage facility until the storage charges plus any amounts that may be owed by Tenant under the Lease equal the fair market value of the personal property. DCHA may then sell the personal property to satisfy the storage charges and any amounts that may be owed by the Tenant under the Lease.

B. If DCHA determines that the reasonable cost to store such personal property for one month plus any amounts the Tenant may owe under the Lease exceed the fair market value of the personal property, DCHA may immediately sell or otherwise dispose of the property.

C. DCHA shall attempt to notify Tenant of any personal property that DCHA discovers on the vacated Premises. At any time prior to DCHA's sale or disposition of the personal property, in accordance with Paragraph A or B above, Tenant may recover the personal property by paying any applicable storage charges and any amounts Tenant may owe under the Lease.

Section XIV: Definitions of Terms:

A. Accessible Dwelling Units:

Means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with standards set forth in 24 CFR 8.32 & 40 (the Uniform Federal Accessibility Standards) is accessible within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

B. Adjusted Income:

Adjusted income means annual income less the following:

1. $480.00 for each dependent
2. $400.00 for any elderly family
3. Medical expenses in excess of three percent (3%) of the annual income for any elderly family.
4. Child care expenses.

C. Annual Income:

1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family 18 years of age or older, including all net income derived from assets for the twelve month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic as defined in this section, and exclusive of certain other types of income specified in this section.

   Determinations regarding Annual income and income exclusions will be updated on a regular basis to ensure consistency with current HUD regulations and notices.

   (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensations, for personal services.

   (b) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.

   (c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets shall not be considered income when used to reimburse the family for cash or assets invested in the property.

   Where the family has Net Family Assets (as defined in this section) in excess of $5000.00. Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

   (d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

(e) Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.

(f) Welfare assistance payments on behalf of any family member.

(g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

(h) All regular pay, special pay and allowances of a member of the Armed Forces.

2. Annual income does not include such temporary, non-recurring or sporadic income as the following:

(a) Casual, sporadic or irregular gifts.

(b) Amounts that are specifically for or in reimbursement of the costs of Medical Expenses.

(c) Lump-sum additions to Family Assets, such as inheritances, insurance payment (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal and property losses.

(d) Amounts for education scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a Veteran, for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income.

(e) The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.

3. Annual income does not include the following:

(a) Income from employment of children (including foster children) under the age of 18 year old.

(b) Payments received for the care of foster children.

(c) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act. The following types of income are subject to such exclusions:

1. Earned income tax credit refunds.

2. The value of allotment provided to an eligible household for coupons under the Food Stamp Act of 1977:

3. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973:

4. Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program:

5. The benefits and earnings of families participating in JOBS programs (or other programs under comparable Federal, State, or local law), will not be included as income during the period of the families' participation, and, that any income earned, for up to 18 months after program completion, will also be excluded.

6. Income of a Live-in Aide.

7. The full Amount of Title IV Scholarships.

8. Child Care Assistance.

9. Resident service stipends that does not exceed $200.00 per month per person.

10. State tax rent credits and rebates.

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse).

12. Earned income increases for 12 months, for family members who were unemployed for a year or more and are now employed. The earned income of family members whose employment income increases as a result of participation in a family self-sufficiency or job training program; or a family member who were assisted under any state Temporary Assistance for Needy Families (TANF) program in the last six months and whose earned income increases. The family's rent will be increased by a maximum of 50% of the amount that would have been in effect after the twelve month period.

4. Disallowance of Earned Income (24 CFR 960.255)

The Quality Housing and Work Responsibility Act of 1998 prohibits the increase of rent for any family residing in Public Housing who:

- experienced an increase in income due to employment and who was previously unemployed for one or more years, or
- experienced an increase in income due to the participation in any family self-sufficiency or job training program, or
- was or is an assisted family under the TANF and whose income increased.

D. Assets and Net Family Assets:

Includes the value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian Trust Land, and excluding equity account in HUD ownership program. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.)

In determining Net Family Assets, DCHA shall exclude the costs that would be incurred in disposing of an asset. Net family assets shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received, therefore, shall be considered Net Family Assets at Fair Market Value.

E. Auxiliary Aids:

Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.

F. Child Care Expenses:

Amount anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care, necessary to permit employment; the amount deducted shall not exceed the amount of income received from such employment. This amount can be deducted only when the expenses are reimbursed.

G. Co-Heads of Household:

Two or more adult persons (i.e., sisters, mother and daughter, etc.) not in a spousal relationship who will reside in the unit with expressed intent to share the financial residency obligations under the lease which will be co-signed by the co-heads of household.

H. Dependent:

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or full time student (as defined in this section).

I. Designated Housing:

Kinder Park Mid-Rise Apartments and Parkview Apartments are designated for elderly and disabled families only

J. Disabled Person:

A person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7).
Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or

2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (i) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity in which he or she has previously engaged with some regularity and over a substantial period of time.

K. Displaced Person:

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

L. Elderly Family:

Elderly family means a family whose head, spouse or sole member is at least sixty-two years of age, or disabled as defined in this section, and may include two or more elderly or disabled persons living together, or one or more persons living together, or one or more persons living with another person who is determined to be essential to his or her care and well being.

M. Family:

1. Family includes but is not limited to:

a. Elderly or disabled (as defined in this section); or

b. Displaced (as defined in this section); or

c. Remaining member of a tenant family; or

d. Single person (as defined in this section)

e. Families with children

N. Flat Rent:

A flat rent is based on the market rate of comparable units in the unassisted, private market in the area in which the unit is located.

O. Full-Time Student:

A person who is carrying a subject load that is considered full time for day students under the standards and practices of educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

P. Handicapped Expenses

A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually handicapped, and equipment added to cars and vans to permit their use by the handicapped or disabled family member.

Q. Head of Household:

The family member who is responsible and accountable for the family and who is of legal age to execute a contractual agreement. (This does not preclude co-signing of the lease by the spouse or unrelated partner of the co-head (s) of household.)

R. Individual with Disabilities

(a) A physical or mental impairment that:

- substantially limits one or more major life activities;

- has a record of such an impairment;

- or is regarded as having such an impairment.

(b) For the purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

As used in this definition the phrase, "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term

"physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means: functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means: has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means: has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if DCHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of DCHA'S housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

(d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

(e) The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

S. Imputed Welfare Income

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's annual income for purposes of determining rent.

T. Live-In Aide:

A live-in aide is a person, who resides with elderly or disabled person, and:

1. Is determined by DCHA to be essential to the care and well being of the person.

2. Is not obligated to support the person.

3. Would not be living in the unit except to provide necessary supportive services.

   Before a live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care;

U. Low Income Families:

Means a family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD with adjustments for smaller and larger families.

V. Medical Expense Allowance:

For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance.

Medical Expenses also include those expenses that are related to the care and maintenance of assistance animals used as auxiliary aides for persons with disabilities.

W. Minor:

A minor is a person less than 18 years of age. An unborn child will not be considered as a minor.

X. Mixed Population Development:

Means a public housing development for elderly and disabled families.

Y. Monthly Adjusted Income:

One twelfth of Adjusted Income.

Z. Monthly Income:

One twelfth of Annual Income.

AA. Planned Employment:

Means a bona fide offer to work in the jurisdiction as evidenced by written documentation from the potential employer.

BB. Remaining Member:

Means a person on the most recent certification or recertification who is of legal age and responsibility to enter into contractual agreement.

CC. Single Person:

A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

DD Spouse:

Means a person who is the husband or wife of the head of household.

EE. Tenant Rent:

Means the amount payable monthly by the Family as rent to DCHA. Where all utilities (except telephone) and other essential housing services are supplied by DCHA. Tenant rent equals Total Tenant Payment. Where some or all utilities (except telephones) and other essential housing services are not supplied by DCHA and the cost is not included in the amount paid as rent, Tenant rent equals Total Tenant Payment less the Utility Allowance.

FF. Total Tenant Payment:

The Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

1. Thirty percent (30%) of Monthly Adjusted Income.

2. Ten percent (10%) of Monthly Income.

The total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

GG. Unrelated Partner of Head of Household:

A person who is living in the unit in a spousal relationship with head of household and is not related by marriage or operation of law, which relationship will be evidenced by a co-signature on the lease.

HH. Utilities:

Utilities mean water, electricity, gas, other heating fuels, refrigeration and cooking fuels, trash collection and sewage services. Telephone or television services are not included as a utility.

II. Utility Allowance:

If the cost of utilities (except telephone) and other housing services for the unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, the utility allowance is an amount equal to the estimate made or approved by DCHA or HUD, of the monthly cost of reasonable consumption for the unit consistent with the requirements of a safe, sanitary, and healthful living environment.

JJ. Utility Reimbursement:

Utility Reimbursement is the amount, if any, by which the utility allowance for the unit, exceeds the Total Tenant Payment for the family occupying the unit.

KK. Very Low Income Family:

Means a family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

Exhibit A

DELAWARE COUNTY HOUSING AUTHORITY
PROPERTY INSPECTION CITATION

In accordance with the terms of your lease, you are required to maintain your property in a clean and safe condition.

An inspection of your property at:

Address:_____

Date:_____ **Time:** _____ ❑ AM ❑ PM

makes it evident that you are not complying with the terms of your lease as the inspection revealed inadequate care of:

❑ Abandoned Vehicle
❑ **Grass Needs Cutting***
❑ No Trash can
❑ Bulk Trash*
❑ Abandoned Pet
❑ Trash cans not promptly retrieved from curb
❑ **Excessive Litter***
❑ Other:_____

COMMENTS

Because of the conditions above, you are hereby notified that you are not in compliance with your lease. You have three (3) days to correct the problem. If not remedied within three (3) days from the date of this Citation, DCHA will correct your violation and a maintenance charge of $40.00, where indicated, will be due with your next month's rent. Four (4) such Inspection Citations within a six (6) month period will be cause for termination of your lease.

If you have any questions, please contact the Housing Department at (610) 490-6229.

_____
DCHA Official

indicates a $40.00 maintenance charge.

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REVISED 3-98 Tenant Selection and Assignment
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REVISED 02-25-03
REVISED 09-10-03
REVISED 09-30-04

DELAWARE COUNTY HOUSING AUTHORITY

RESIDENTIAL DWELLING LEASE

No. _____

THIS LEASE is made on the _____ day of ____, _____, by and between the

- ☐ **DELAWARE COUNTY HOUSING AUTHORITY**
- ☐ **Calcon Gardens Limited Partnership [Managed by DCHA] or,**
- ☐ **Highland Homes Limited Partnership [Managed by DCHA] or,**
- ☐ **Pusey Estates Housing Partnership, L.P. [Managed by DCHA]**

(hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "Tenant"). OWNER is entering into this Lease in reliance upon the representation made to it by Tenant as to Tenant's household composition and the employment and income levels of Tenant and all members of Tenant's household, and in consideration of the rentals herein reserved.

OWNER herby leases to Tenant and Tenant hereby leases from OWNER, upon all terms and conditions set forth herein, for the sole use and occupancy of Tenant and members of Tenant's household named herein, the premises known and described as follows (hereinafter referred to as "Premises"):

D.U.No.: _____ No. of Bedrooms: _____

Development: _____

Address: _____

City: _____ State: _____ Zip: _____

Members of Tenant's Household having Right of Occupancy:

_____

_____

_____

_____

_____

TERMS AND CONDITIONS

1. TERMS OF LEASE: Renewal Provisions: The Lease and Tenant's right of occupancy hereunder, shall commence as of _____ and shall continue for the term of one (1) year thereafter. It is understood, however, that in the absence of a notice to terminate pursuant to Section 12 herein, this Lease will automatically be renewed for the successive term of one (1) year upon payment each month by the tenant of the rent specified in Section 2 below. Payment of rent will be in the amount and manner specified in Section 2 herein or in such amount and manner as may be required by any adjustment that may henceforth be made by a written rider to this Lease in accordance with the provisions of Section 3 herein.

2. **PAYMENTS DUE UNDER THE LEASE:**

   A. Rent is payable by the Tenant in an amount determined by OWNER in accordance with the U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), regulations and other requirements and in accordance with OWNER policy. Tenant agrees to pay an Income Based Rent _____ or a Flat Rent _____. Rent for the period beginning _____ and ending at midnight _____ shall be $ _____ payable no later than _____. Thereafter, monthly rent in the amount of $ _____ shall be due on or before the first day of each month. The following rent collection policy applies to Tenants whose rent is not paid on or before the first day of the month.

   Tenant is entitled to a utility reimbursement in the amount of $_____, due to the utility allowance being greater than the Total Tenant Payment (TTP.)

      1. When the rent is delinquent (after the tenth of the month), OWNER will give written notice of delinquency. If rent remains unpaid after the expiration date of this notice, legal action will be initiated in accordance with Section 12 of this Lease. It is the position of OWNER that once a Landlord and Tenant Complaint is filled for the failure to pay rent, the only way to avoid eviction will be payment in full. The failure to pay rent and make other payments due under the terms of this lease is considered serious violations of the lease.

2. It is understood and agreed by the Tenant that a $25.00 administrative processing fee may be applied to their account if the rent is not paid by the close of business on the 10th day of the month. This administrative processing fee is applicable to each month's rent separately, and is collectable by OWNER on the same basis as rent payments under the terms of this lease.

3. The Tenant agrees and understands that a service charge of $25.00 will be assessed in the event there is a bank refusal on any check for amounts due under this Lease. This charge is collectable by OWNER on the same basis as rent payments under the terms of this Lease.

4. OWNER will withhold some or all the tenant's utility reimbursement in the event Tenant is indebted to OWNER for any amount due OWNER by virtue of Tenant's violation of any provision of this lease.

5. OWNER agrees to furnish the following utilities as indicated. Tenant agrees to pay the following utilities as indicated: Owner = O, Tenant = T.

CHECK APPROPRIATE UTILITY COMBINATION:

Heat: _____ Hot and Cold Running Water: _____
Gas for Cooking: _____ Electric for Cooking: _____
Electric for Lighting and General Household Appliances: ____

No charge shall be imposed for the providing of the foregoing utilities. OWNER shall not be responsible for failure to furnish utilities by reason of any cause beyond its control. All utility service not expressly listed herein as being furnished by OWNER shall be furnished by and at the expense of the Tenant. Failure to pay the above specified utilities will constitute a lease violation. Allowance for Tenant purchased utilities and charges for consumption of excess utilities will be determined in accordance with HUD regulations and requirements and a posted schedule of charges in OWNER's Management Office. OWNER Management Office is located a t 1855 Constitution Avenue, Woodlyn, Pennsylvania, 19094.

C OWNER shall furnish range and refrigeration appliances and shall provide routine maintenances services therefore.

D. A schedule of charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in OWNER's Management Office. All charges not listed on the Schedule of Maintenance Charges will be based on the actual cost to OWNER for the labor and materials needed to complete the job. Tenant shall be notified in writing of the charges two weeks prior to the due date. Charges shall be due and payable the first day of the month following the two week notification sent to the Tenant. A charge ranging from $51.00 to $150.00 is payable as follows: One half of the total charges are due and payable upon receipt of the first billing of the charge. The remaining half of the charge is due and payable upon receipt of the second billing of the charge. If a Resident incurs a Maintenance Charge above $150.00, a repayment plan and a signed agreement to repay must be negotiated by the Resident and Management at the time the charge is added to the rental account. Management reserves the right in all cases to take legal action to collect Maintenance Charges.

E. Effective April 1, 2004, all newly admitted residents will be required to pay a security deposit equal to their Total Tenant Payment (TTP). Residents admitted prior to April 1, 2004, security deposit will remain at or below the previous $99.00 charge.

Tenant agrees to pay to OWNER a security deposit equal to the Total Tenant Payment (TTP). A security deposit in the amount of $_____ shall be payable upon the signing of this Lease by Owner and Tenant. OWNER shall comply with State Law concerning use of security deposit funds, there placement in interest bearing bank accounts, accountability to Tenant for interest earned thereon, and all other obligations.

3. **REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

A. Tenant agrees to report any and all changes in family composition or income to OWNER within ten (10) days of such change, and to furnish accurate information and certification to OWNER annually at a time to be set by OWNER as to family income, employment and family composition. Failure to report such changes could result in a termination of this Lease. The information and certification shall be for the use of OWNER in determining whether the rental should be changed, whether the dwelling size is still appropriate for the Tenant's needs, and whether Tenant is still eligible to occupy low rent public housing. Tenant hereby authorizes OWNER to verify all sources of income. Any redetermination made as a result of information thus furnished shall be made in accordance with the approved Admission and Occupancy Policy, which is incorporated herein by reference thereto. Copies of OWNER's Admission and Occupancy Policy are available in OWNER's Management Office.

B. Rental fixed in Section 2 hereof, or as adjusted pursuant to this section, will remain in effect for the period between rent redetermination unless it shall be shown that the Tenant has misrepresented or failed to report to OWNER the facts upon which his/her rent is based. In such event, OWNER reserves the right to redetermine the rent retroactive to the first day of the month following the month in which the misrepresentation occurred, and to hold Tenant liable for any additional rent thus determined to be due.

C. In the event Tenant's rent is redetermined pursuant to this section, OWNER shall mail or deliver a "Lease Renewal Addendum" to the Tenant in accordance with Section 11 hereof. In the case of a rent decrease, the adjustment shall become effective the first day of the month following change in circumstances, provided, the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change, except that such increase may be retroactive where there is a finding of misrepresentation, in accordance with subsection B herein.

D. If OWNER determines that the size of the Premises is no longer appropriate to the Tenant's needs, and if OWNER has a unit of the appropriate size available for the Tenant, OWNER may offer such unit to the Tenant. OWNER will also transfer tenants who request a reasonable accommodation in support of a documented disability in accordance with the Admission and Occupancy Policy. If the Tenant accepts the appropriate size unit, the Tenant shall enter into a new ease with OWNER, and OWNER will terminate this Lease effective as of the date of occupancy under the new lease. OWNER will allow the Tenant five days in which to move into the new unit. However, if the Tenant declines the offered unit, OWNER may, at its option, terminate this Lease in accordance with the provisions of Section 12 herein; provided that no lease shall be terminated while such termination is the subject of a pending grievance nor thereafter except in accordance with OWNER's Grievance Procedures.

1. If OWNER redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based upon family composition, OWNER shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of OWNER's determination and that if the Tenant does not agree with the determination, the tenant shall have the right to request a hearing under OWNER Grievance Procedure.

4. **OCCUPANCY:**

The tenant and members of Tenant's household having the right of occupancy as designated on page 1 hereof shall have the exclusive right to use and occupancy of the Premises. Guests or visitors of the Tenant may be accommodated for a period of up to two weeks per calendar year. In the event the Tenant wishes to accommodate guests or visitors, care for foster children, or to provide live-in care for a member of Tenant's family in excess of two weeks, the Tenant must notify OWNER in writing, stating the reasons for such extended accommodations, and obtain OWNER's prior written approval of such arrangements. OWNER's decision shall be final.

5. **FRAUD:**

The Tenant certifies that they or other members of the household have not committed any fraud in connection with any federal housing assistance program, unless any such fraud was fully disclosed to OWNER before execution of the Lease, or before OWNER's approval for occupancy of the Premises.

6. **OBLIGATIONS OF OWNER:**

OWNER shall have the following obligations under this Lease:

A. To maintain the Premises and the public housing development in which the Premises is located in a decent, safe and sanitary condition.

B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

C. To make repairs to the Premises.

D. To keep buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, hearing, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by OWNER.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed form the Premises by the Tenant in accordance with Paragraph 7G.

G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

H. To notify the local Post Office, where there is an eviction for criminal activity, including drug-related criminal activity as defined in subsection 13.B., that the evicted individual or family is no longer residing in the dwelling unit.

I. To provide a disabled person with reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises equal to a non-handicapped person.

J. To notify the Tenant of specific grounds for any proposed adverse action by OWNER and, if applicable, to afford the Tenant the opportunity for a hearing and the right to request a hearing under OWNER's Grievance Procedure for a grievance concerning a proposed adverse action.

OWNER will not take the proposed adverse action until such time to request an informal or formal hearing has expired. Adverse action includes a proposed lease termination, transfer of a tenant to another unit, imposition of charges for maintenance and repair or for excess consumption of utilities.

7. **OBLIGATIONS OF TENANT:**

The Tenant shall have the following obligations under this Lease:

A. Not to assign the Lease or to sublease the Premises.

B. Not to provide accommodation for boarders or lodgers.

C. To use the Premises solely as a private dwelling for Tenant and members of Tenant's household having the right of occupancy, as identified on page 1 of this Lease, and not to use or permit use of the Premises for any other purpose.

D. To abide by necessary and reasonable regulations promulgated by OWNER for the benefit and well-bring of the public housing development of which the Premises is a part and the tenants residing in the public housing development. These regulations shall be posted in OWNER's Management Office, are incorporated by reference in this Lease.

E. To comply with all obligations imposed upon tenants within the public housing development of which the Premises is a part by applicable provisions of building and housing codes materially affecting health and safety.

F. To keep the Premises and such other areas as may be assign to Tenant, for Tenant's exclusive use, in a clean and safe condition in accordance with the following set of housekeeping standards, pertaining to the Premises. Citations will be issued to residents for any violations of Section F. 1 of the lease and in some appropriate cases, as hereinafter set forth, a fine will be charged. Violations that will result in a fine are **Excessive Litter and/or Not Cutting the Grass**. The Citation can also be viewed as an attachment to the Admission and Occupancy Policy. Four (4) Citations within six (6) months will be deemed reason for lease termination.

Failure to comply with the housekeeping standards that results in the creation or maintenance of a threat to the health or safety or tenants could result in eviction.

Exterior: OWNER shall exempt Tenants who are unable to perform such tasks due to age or disability.

1. OUTSIDE

a. Grass, bushes, and all landscaped areas shall be cut and trimmed.
b. Garbage shall be neatly stored in water tight receptacles.
c. Sidewalks shall be kept free of snow/ice in winter.
d. Storage area shall be kept neat.
e. No storage is permitted in heater rooms.
f. Swimming pools are not permitted.
g. No storage or clutter permitted on balconies

Interior:

2. LIVING ROOM

a. Walls shall be clean, free of dirt, grease, holes, cobwebs, etc.
b. Ceilings shall be clean.
c. Floors shall be clean.
d. Rugs (if used) shall be vacuumed.
e. Windows shall be clean.
f. Windows shall not be cracked or broken.
g. The living room shall be free of insects and rodents.
h. The Living Room shall be free of bad odors.
i. No Wall paper or boarders are allowed.

3. DINING ROOM

a. Same as Living Room-a. through i.

4. KITCHEN

a. Same as Living Room-a. through h.
b. Stove exterior and interior shall be clean.
c. Refrigerator exterior and interior shall be clean.
d. Counter tops shall be clean.
e. Cabinets shall be clean.
f. Sink shall be clean.

5. BATHROOM

a. Same as Living Room-a. through i.
b. Sink shall be clean.
c. Bath tub shall be clean.
d. Toilet shall be clean.
e. Medicine cabinet shall be clean.

6. BEDROOM(S)

a. Same as Living Room-a. through i.

G. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner in accordance with all State and local regulations.

H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators.

I. To refrain from, and to cause members of Tenant's household and Tenant's guests to refrain from destroying, defacing, damaging, or removing any part of the Premises or the public housing development of which the Premises is a part. Tenant shall make no permanent alterations to the interior or exterior of the building.

J. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Premises, community buildings, facilities, or common areas caused by Tenant, members of Tenant's household, or Tenant's guests, or other individuals. To pay charges for damages to the community buildings, facilities, or common areas caused by Tenant's household or Tenant's guest in accordance with the schedule of charges as posted in OWNER's Management Office, which schedule is incorporated herein by reference thereto.

K. To conduct himself or herself, and cause other persons who are on the Premises with Tenant's consent to conduct themselves in a manner which will not disturb the Tenant's neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the public housing development in a decent, safe and sanitary condition.

1. Not to engage in criminal activity, drug abuse or alcohol abuse that threatens the health, safety or peaceful enjoyment of OWNER's Public Housing Developments by other residents or employees of OWNER.

2. Not to engage in drug related criminal activity on or off the premises or on or off OWNER's Public Housing Developments.

3. To assure that tenant's guests, any member of tenant's household or other person under tenant's control do not engage in criminal activity, drug abuse or alcohol abuse that threatens the health, safety or peaceful enjoyment of OWNER's Public Housing Developments by other residents or employees of OWNER.

4. To assure that tenant's guests, any member of tenant's household or other person under tenant's control do not engage in drug related criminal activity on or off the premises or on or off OWNER's Public Housing Developments.

L To permit OWNER, pursuant to the provisions of Section 10, entrance to the Premises for the purpose of performing periodic inspections, routine maintenance, making improvements or repairs, or to show the Premises for re-leasing.

M. To promptly notify OWNER of a known need for any repairs to the Premises, particularly of conditions hazardous to life, health or safety of occupants.

N. To give OWNER notice in writing when the Premises are to be vacant for two weeks or more. Such notice is for OWNER's benefit and shall not render OWNER responsible for any personal property of any nature or description left in or on the Premises during tenant's absence.

O. To maintain the yard in the front, rear and side of the Premises and to remove snow and ice from all the walks.

P. Not to keep pets that may either damage Tenant's Premises or interfere with the rights of other tenant's peace and quiet and physical security. All pets must be kept by Tenant in accordance with OWNER's Pet Policy. Tenant agrees to pay a deposit in the amount of Three-hundred ($300.00) dollars, refundable to tenant in accordance with the Pet Policy. All new admissions who signed a lease for a family unit on or after July 1, 1998, will be permitted to have one pet reside in their unit, the provisions of which are incorporated herein by reference thereto. Copies of the Pet Policy are available in OWNER's Management Office.

Q. Not to store on OWNER Property any vehicle without valid registration and inspection stickers. All inoperable or unlicensed vehicles as described in this section will be removed from OWNER's property at Tenant's expense. Automobile repairs are not permitted on OWNER's property.

R. All non exempt residents agree to comply with the community service requirement as state in Section III: B of the Admission and Occupancy Policy. OWNER will review compliance annually, thirty days prior to Lease expiration. If any member of the household fails to satisfy the eight hour per month requirement, their lease will not be renewed after the twelve month period has expired. However, the lease will not be terminated during the twelve month period. OWNER will notify residents that they are in non-compliance and that the lease will not be renewed unless the non-compliant resident enters into a written agreement to comply and complete the requirements.

S. All non-exempt residents agree to comply with the community service requirement as stated in Section III B of the Admission and Occupancy Policy. OWNER will review compliance annually, thirty days prior to Lease expiration. If any member of the household fails to satisfy the eight hour per month requirement, their lease will not be renewed after the twelve month period has expired. However, the Lease will not be terminated during the twelve month period. OWNER will notify residents that they are in non-compliance and that the lease will not be renewed unless the non-compliant resident enters into a written agreement to comply and complete and complete the requirements.

8. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:**

In the event that the Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the following steps must be taken:

A. Tenant shall immediately notify OWNER of the damage.

B. OWNER shall be responsibility for repair of the unit within a reasonable time; provided, that if the damage was caused by Tenant, a member of Tenant's household or Tenant's guest, the reasonable cost of the repairs shall be charged to the Tenant.

C. OWNER may offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. OWNER is not obligated to offer a tenant a replacement unit if the hazardous conditions were caused by the tenant, household member, or guest.

D. The tenant is required to accept any replacement unit offered by OWNER. If OWNER offers a replacement unit due to its determination that the current unit is unable to be occupied because of the danger it poses to the life, health, and safety of the tenant and the tenant refuses OWNER's offer, the refusal will result in a lease termination.

E. In the event repairs are not made in accordance with subsection B. of this section, or alternative accommodations are not provided in accordance with subsection C. of this section, rent shall be abated in proportion to the seriousness of the damage and loss in value of the Premises as a dwelling, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by Tenant, a member of Tenant's household or Tenant's guests.

9. **PREOCCUPANCY AND TERMINATION INSPECTIONS:**

A. OWNER and Tenant or Tenant's representative shall inspect the Premises prior to commencement of occupancy by Tenant. OWNER shall furnish the Tenant with a written statement of the condition of the Premises and the equipment provided with the Premises. Tenant will not be responsible for any damages noted on this inspection. The statement shall be signed by OWNER and the Tenant, and a copy shall be retained by OWNER in the Tenant's file.

B. At the time the Tenant vacates, OWNER shall inspect the unit and shall furnish the Tenant with a statement of any charges to be made in accordance with Section 7,J. OWNER shall notify Tenant of the inspection, and Tenant and/or Tenant's representative may join in such inspection unless Tenant vacates the Premises without prior notice to OWNER.

10. **ENTRY OF PREMISES DURING TENANCY:**

A. OWNER shall, upon reasonable advance notification to the Tenant, be permitted to enter the Premises between the hours of 8:30 a.m. and 4:30 p.m. for the purpose of performing routine inspections and maintenance, making improvements or repairs, or to show the Premises for re-leasing. A written statement specifying the purpose of OWNER's entry, delivered to the Premises at least two days prior to entry, shall be considered reasonable advance notification.

B. OWNER may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.

C. In the event that the Tenant and all adult members of the Tenant's household are absent from the Premises at the time of entry, OWNER shall leave in the Premises a written statement specifying the date, time, and purpose of entry prior to leaving the Premises.

11. **NOTICE PROCEDURES:**

A. Except as provided in Section 10, notice to Tenant shall be in writing and delivered to Tenant or to an adult member of Tenant's household residing in the Premises, or sent by prepaid first class mail, addressed to the Tenant at the Premises, or by posting the Premises. If the tenant is visually impaired, all notices will be in an accessible format.

B. Notice to OWNER shall be in writing, delivered to OWNER's Management Office or sent by prepaid first class mail, properly addressed to OWNER's Management Office.

C. Notice given in accordance with this section shall be deemed to satisfy any notice provision contained in any statute or rule of court.

12. GROUNDS AND PROCEDURES FOR TERMINATION OF LEASE AND EVICTION

A. OWNER shall, upon the giving of appropriate notice, terminate or refuse to renew this Lease for serious or repeated violations of material terms of the lease, including but not limited to Tenant's failure to make payments due under the Lease or Tenant's failure to fulfill any other Tenant obligations set forth herein or such other obligations as Tenant may agree to from time to time.

Further, either of the following types of criminal activity by the Tenant, any member of Tenant's household, a guest of Tenant or another person under Tenant's control shall be cause for termination of this Lease:

1. Any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of OWNER's public housing developments by other residents; or

2. Any drug-related criminal activity on or off OWNER's public housing developments.

B. OWNER shall give written notice of termination of this Lease, as follows:

1. Fourteen (14) days in the case of failure to pay rent.

2. A reasonable time, taking into consideration the seriousness of the situation: (but such time shall not exceed thirty (30) days.)

   a. If the health or safety of other residents, Owner's employees, or persons residing in the immediate vicinity of the premises is threatened.
   b. If any member of the household has engaged in any drug related criminal activity or violent criminal activity.
   c. If any member of the household has been convicted of a felony.

3. Fifteen (15) days in all other cases.

C. The notice of termination to Tenant shall state the reason for termination, inform Tenant of Tenant's right to make such reply as Tenant may wish, and of Tenant's right to examine OWNER's documents directly relevant to the termination or eviction. Tenant shall be allowed to copy any such document at Tenant's expense. The notice shall also inform Tenant of Tenant's right to request a hearing in accordance with OWNER's Grievance procedures, if applicable. If the Grievance Procedure is not applicable, the notice will so provide and further advice the Tenant of the judicial eviction procedure OWNER will use for eviction of the Tenant, the reason OWNER is using the judicial eviction procedure and whether the eviction is for criminal activity or drug related criminal activity.

D. Tenant shall not be afforded an opportunity for a hearing under OWNER's Grievance Procedure concerning a Lease termination for criminal activity or drug-related criminal activity as provided in section 13.B. hereof.

E. When Tenant is afforded an opportunity for a hearing pursuant to OWNER's Grievance Procedure concerning a lease termination, this lease shall not terminate until the time for the Tenant to request a grievance hearing has expired and, if a hearing was timely requested by the Tenant, the grievance process has been completed.

F. This Lease may be terminated by the Tenant at any time by giving fifteen (15) day's advance written notice to OWNER in the manner specified in Section 11.B. above.

G. Nothing herein shall be construed to preclude OWNER from exercising any other rights and remedies it may have at law or in equity.

13. **GRIEVANCE PROCEDURE:**

A. Except as provided in subsection B. below, all disputes concerning the obligations of the Tenant or OWNER under this Lease shall be processed and resolved pursuant to OWNER's Grievance Procedure in effect at the time such grievance or appeal arises, which procedures shall be posted in OWNER's Management Office and are incorporated herein by reference thereto.

B. Evictions or tenancy terminations which involve any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of OWNER, or any drug-related criminal activity on or off such premises shall not be subject to OWNER's Grievance Procedure.

1. The term "drug-related criminal activity." means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.

C. When a dispute concerning the obligations of the Tenant or OWNER under this Lease is subject to the grievance procedure, OWNER will not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and if a hearing was timely requested by the tenant, the grievance process has been completed.

14. **WAIVER:**

By failure to exercise any available right or remedy as is provided herein, neither OWNER not Tenant shall waive the right to do so at a later date for similar or other causes, unless otherwise expressly provided herein.

15. **MODIFICATIONS:**

Any modifications of this Lease shall be accomplished by a written rider to the Lease executed by OWNER and Tenant, except as follows:

A. Rent redetermination which is to be accomplished by the procedures set forth in Section 3 hereof; and

B. Special charges for services, repairs, utilities, the rules and regulations for which are incorporated in this Lease by reference thereto and which shall be publicly posted in a conspicuous manner in the OWNER's Management Office and furnished to Tenant on request. If such schedules, rules and regulations are modified, OWNER shall give at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by OWNER prior to the effective date of the proposed modification.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

- ☐ **DELAWARE COUNTY HOUSING AUTHORITY**
- ☐ **Calcon Gardens Limited Partnership [Managed by OWNER] or,**
- ☐ **Highland Homes Limited Partnership [Managed by OWNER] or,**
- ☐ **Pusey Estates Housing Partnership, L.P. [Managed by OWNER]**

By: _____ Date: _____

Title: _____

Witness:_____ Date: _____

TENANT:_____Date:_____

TENANT:_____Date:_____

REVISED 1-29-91
REVISED 1-28-92
REVISED 3-02-93
REVISED 7-23-96
REVISED 1-10-97
REVISED 1-27-97
REVISED 1-05-99
REVISED 10-1-99
REVISED 1-01
REVISED 3-01
REVISED 10-01
REVISED 09-03
REVISED 9-04

DELAWARE COUNTY HOUSING AUTHORITY

SECTION 8

HOUSING CHOICE VOUCHER PROGRAM

ADMINISTRATIVE PLAN

APPROVED BY THE HA BOARD OF COMMISSIONERS:
SUBMITTED TO HUD: _____
EFFECTIVE DATE: 4/01/05

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented through this Administrative Plan. The Section 8 rental assistance programs are federally funded and administered for the County of Delaware by the Delaware County Housing Authority through its Section 8 housing office.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of the HA is the county of Delaware, excluding the city of Chester.

A. HOUSING AUTHORITY MISSION STATEMENT AND VALUES

MISSION STATEMENT

Delaware County Housing Authority's Mission is to provide well-maintained, safe housing while honoring a commitment to enhance the quality of life within our community and for our clients.

VALUES

Dedicated to helping others
Customer relationships through confidence and trust
Honor and Integrity in our organization
Achieve Excellent Customer Satisfaction

B. LOCAL GOALS

HUD's Strategic Goals, DCHA's goals and objective can be found in Delaware County Housing Authorities 5 year plan in addition to the annual plan.

In additions to the above DCHA have the following goals for the program:

1. To provide decent, safe, affordable and sanitary housing for very low income families while maintaining their rent payments at an affordable level.

2. To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.

3. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low income families.

In addition, the HA has the following goal for the program:

1. To encourage self sufficiency of participant families.

2. To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.

C. PURPOSE OF THE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the agency plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to DCHA's Agency Plan and is available for public review as required by CFR24 part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

24 CFR Part 983: Section 8 Project Based Certificate Program

Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

D. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(21)]

All expenditures from the administrative fee reserve will be approved by the Executive Director and or Assistant Executive Director, made in accordance with the approved budget and approved by the Board of Commissioners as required.

E. RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

F. TERMINOLOGY

The Housing Authority of the County of Delaware is referred to as "HA", "Housing Authority", Delaware County Housing Authority or DCHA throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the HA.

See Glossary for other terminology.

G. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

DCHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 programs without regard to race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affect ional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap.

To further its commitment to full compliance with applicable Civil Rights laws, DCHA will provide Federal/State/local information to Voucher holders regarding unlawful "discrimination" and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority offices, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because DCHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout DCHA's office in such a manner as to be easily readable from a wheelchair.

D.C.H.A. office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided via TDD at 610-876-3341.

H. REASONABLE ACCOMMODATIONS POLICY [24CFR100.202]

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with DCHA, when DCHA initiates contact with a family including when a family applies, and when DCHA schedules or reschedules appointments of any kind.

It is the policy of DCHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before DCHA will treat a person differently than anyone else. DCHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on DCHA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with DCHA, when DCHA initiates contact with a family including when a family applies, and when DCHA schedules or reschedules appointments of any kind.

* To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:
A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
A record of such impairment; or
Being regarded as having such an impairment
Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, DCHA will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If DCHA finds that the requested accommodation creates an undue administrative or financial burden, DCHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of DCHA (i.e., waiving a family obligation).
An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on DCHA.

DCHA will provide a written decision to the person requesting the accommodation within [a reasonable time]. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the DCHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All DCHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

I. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to provide translation of documents written in English into other languages, DCHA will consider the following factors:

The number of applicants and participants in our jurisdiction, who do not speak English and speak the other language

Estimated cost to DCHA per client of translation of English written documents into the other language.

The availability of local organizations to provide translation services to non English speaking families.

J. MANAGEMENT ASSESSMENT OBJECTIVES

DCHA policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators.

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. FMR/exception rent & Payment Standards
9. Annual Re-examinations
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment
14. Percent of FSS Participants with Escrow Account Balances
15. Bonus Indicator (Deconcentration)

K. RECORDS FOR MONITORING HA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, DCHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements.

L. PRIVACY RIGHTS [24 CFR 982.551 and 24CFR5.212]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/DCHA will release family information.

DCHA's policy regarding release of information is in accordance with HUD guidelines consistent with State and local laws.

M. FAMILY OUTREACH [24 CFR 982.153(b)(1)]

DCHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on an as need basis.

N. OWNER OUTREACH [24 CFR 982.54(d)(5)]

DCHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. DCHA maintains a list of units available for the Section 8 Program and updates this list at least regularly.

DCHA will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The list will only be give to families who have an outstanding voucher.

DCHA conducts on an as needed basis meetings with participating owners to improve owner relations, to recruit new owners, and inform owners of program changes.

DCHA encourages participation by owners of suitable units located outside of areas of low poverty or minority concentration.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This Chapter defines both HUD's and DCHA's criteria for admission and denial of admission to the program. The policy of DCHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. DCHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by DCHA pertaining to their eligibility.

A. Eligibility Factors

DCHA accepts applications only from families whose head or spouse is legally eligible to enter into a lease.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by DCHA.

The HUD eligibility criteria are:

An applicant must be a "family"
An applicant must be within the appropriate Income Limits
An applicant must furnish Social Security Numbers for all family members age six and older
An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the HA may provide any financial assistance.

Reason for denial of admission is addressed in the “Denial or Termination of Assistance” chapter.

B. FAMILY COMPOSITION

The applicant must qualify as a Family. A family may be a single person or group of persons.

A “family” includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. DCHA determines if any other group or persons qualifies as a “family”.

A single person may be:

An elderly person
A displaced person
A person with a disability
Individuals may not be considered disabled for eligibility purposes solely on the Basis of any drug or alcohol dependence.

Any "other single" person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A family also includes:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partners, who in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

A member of the household is equally responsible for the lease in addition to the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-in Attendants [24 CFR 982.316]

A Family may include a live-in aide provided that such live-in aide: Is determined by DCHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and would not be living in the unit except to provide care for the person (s).
A live-in aide is treated differently than family members:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of DCHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.

Verification must include the hours the care will be provided.

At any time, DCHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to DCHA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, DCHA will make the decision taking into consideration the following factors:

Which family unit retains the children or any disabled or elderly members?

Letter of Recommendation from Social Service Agencies or qualified professionals.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by DCHA.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the program separately or are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

C. INCOME LIMITATIONS [24 CFR 982.201 (b), 982.353]

In order to be eligible for assistance, an applicant must have an annual income at the time of Admission that does not exceed the Low Income Limits for occupancy established by HUD.

To determine if the family is income-eligible, DCHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving HA.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who disclose their Social Security number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations. Not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

F. OTHER CRITERIA FOR ADMISSIONS [24 CFR 982.552(b)]

DCHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

A family will be denied admission to the program if any member fails to sign and submit consent forms for obtaining information required by DCHA, including Form HUD-9886.

The family must have not violated any family obligation during a previous participation in the Section 8 program for [3] years prior to final eligibility determination.

When DCHA denies assistance to a person with a disability due to a violation of family obligation, and the violation was a result of the disability, the applicant may request a review of the decision to deny assistance.

The family must pay any outstanding debt owed DCHA or another HA as a result of prior participation in any federal housing program within [30] days of DCHA's notice to repay.

The family must be in good standing regarding any current payment agreement made with another HA for a previous debt incurred, before DCHA will allow participation in its Section 8 program.

No family member may have been evicted from public housing for any reason during the last [3] years prior to final eligibility determination.

DCHA will check criminal history for all adults in the household in accordance with HUD regulations.

G. TENANT SCREENING [24 CFR 982.307]

DCHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

DCHA will not screen family behavior or suitability for tenancy. DCHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before DCHA approval of the tenancy, DCHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as: [24 CFR 982.307(a) (3)]
Payment of rent and utility bills

Caring for unit and premises

Respecting the rights of other residents to the peaceful enjoyment of their housing

Drug-related criminal activity is a threat to the health, safety or property of others.

For cases of alleged discrimination DCHA will advise families how to file a complaint.

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter, "Complaints and Appeals" for additional information about reviews and hearings.

I. PROHIBITED ADMISSIONS

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Whether a family decides to participate in a Family Self Sufficiency program; or

Other reasons as listed on the "Statement of Policies and Objective" chapter under the Fair Housing and reasonable accommodations sections.

Chapter 3

APPLYING FOR ADMISSION
[24 CFR 982.204]

INTRODUCTION

The policy of DCHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but DCHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

The purpose of application taking is to permit DCHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of DCHA's programs must respond to questions from HA staff for assistance. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request.

A. OPENING/CLOSING OF APPLICATION TAKING
[24 CFR 982.206, 982.54(d)(1)]

DCHA will utilize the following procedures for opening the waiting list after it has been closed.

DCHA will advertise through public notice in the local newspapers.

The notice will contain:

- The dates, times, and the locations where families may apply.

- The programs for which applications will be taken.

- A brief description of the program.

- A statement that public housing residents must submit a separate application if they want to apply for section 8.

- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes DCHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, DCHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of an action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206 (b)(2)]

Closing the Waiting List

The HA may stop applications if there are enough applicants to fill anticipated openings for the next [24] months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.
The open period may be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next [24] months. DCHA will give at least [3 days] notice prior to closing the list.

Limits on Who May Apply

When the waiting list is open:

Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

When the application is submitted to DCHA:

It establishes the family's date and time of application for placement order on the waiting list.

B. APPLICATION PROCEDURES [24 CFR 982.204(b)]

DCHA will utilize a preliminary-application form (application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the application is to permit DCHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

Names of adult members and age of all members, including maiden names, if applicable
Sex and relationship of all members
Street Address and phone numbers

Mailing Address (If PO Box or no other permanent address)
Amount(s) and source(s) of income received by household members
Information regarding disabilities to determine qualifications for allowances and deductions
Information related to qualification for preferences
Social Security Numbers
Race/ethnicity
Citizenship/eligible immigration status
[Arrests/Convictions] for Drug Related or Violent Criminal Activity
Request for Specific Accommodation needed to fully utilize program and services
Previous address
Current and previous landlord's names and addresses
Emergency contact person and address
Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families will be placed on the waiting list.

Applications may not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

C. APPLICANT STATUS WHILE ON THE WAITING LIST [CFR 982.204]

Applicants are required to inform DCHA in writing of changes in address. Applicants are also required to respond to requests from DCHA to update information on their application and to determine their interest in assistance.

If after a review of the application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

This written notification of preliminary eligibility may be:

[Given to the applicant at the time the application is submitted]
[Mailed to the applicant by first class mail]
[Distributed to the applicant in the manner requested as a specific accommodation].

If the family is determined to be ineligible based on the information provided in the application, DCHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 18, "Complaints and Appeals."

D. TIME OF SELECTION [24 CFR 982.204]

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, DCHA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

E. COMPLETION OF A FULL APPLICATION

All preferences claimed on the application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list and prior to completing the full application

Whenever the family claims a preference

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

When preference is verified, and DCHA is ready to select applicants, they will be interviewed by DCHA staff and final eligibility verified.

REQUIREMENT TO ATTEND INTERVIEW

DCHA utilizes the final application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure

that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other DCHA services or programs that may be available.

All adult family members should attend the interview and are required to sign the housing application.

It is the applicant's responsibility to reschedule the interview if they miss the appointment. If the applicant does not reschedule or misses an additional scheduled meeting, DCHA will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule in a reasonable time after the original appointment date. The request must be made to the staff person who scheduled the appointment.

If an applicant fails to appear for their interview without prior approval of DCHA, their application will be denied unless they can provide acceptable documentation to DCHA that circumstances prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter on, "Complaints and Appeals.")

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by DCHA, the declarations and consents related to citizenship/immigration status and any other documents required by DCHA. Applicants will be required to sign specific verification forms covering any information that is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by DCHA.

If DCHA determines at or after the interview that additional information or document(s) are needed, DCHA will request the document(s) or information in writing. The family will be given [14] days to supply the information.

If the information is not supplied in this time period, DCHA will provide the family a notification of denial for assistance. (See Chapter on , "Complaints and Appeals.")

F. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in Chapter seven. All pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of Certificate/Voucher.

G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR 982.201]

After the verification process is completed, DCHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by DCHA, and the current eligibility criteria in effect. If the family is determined to be eligible, DCHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST [24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

It is DCHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the local preferences which DCHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains DCHA's system of applying them.

By maintaining an accurate waiting list, DCHA will be able to complete the activities that ensure an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST [24 CFR 982.204]

Except for Special Admissions, applicants will be selected from DCHA's waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

DCHA will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

Applicant Name
Family Unit Size (number of bedrooms family qualifies for under DCHA's subsidy standards)
Date and time of application
Qualification for any local preference
Racial or ethnic designation of the head of household
Singles preference status

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. All applicants in the pool will be maintained in the order of preference.
3. Applications equal in preference will be maintained by date and time

B. WAITING LIST PREFERENCES [24 CFR 982.207]

An applicant will not be granted any Local preference if any member of the family has been evicted from housing assisted under a 1937 Housing Act program during the past three years because of drug-related criminal activity.

DCHA will grant an exception to such a family if the responsible family member has successfully completed a rehabilitation program and is free of chemical dependency.

If an applicant makes a false statement in order to qualify for a Local preference, DCHA will deny admission to the program for the family.

Types of Applicants With Preference Over "Other Singles" [24 CFR 5.405(b)]

In accordance with HUD requirements, elderly, disabled and displaced families with up to two members will be given a preference over all "Other Single" applicants regardless of local preference status.

"Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in proper order for selection.

C. WAITING LIST MANAGEMENT – PROJECT BASED- UPLAND DEVELOPMENT

Each applicant will be advised that a site based waiting lists is available for this community and that other Section 8 programs utilize a separate waiting list. All applicants will have the opportunity to apply for each waiting list.

Applicants will be provided with basic information about the upland site which will include location, occupancy, number and size of accessible unit, amenities such as day care, security, transportation and training programs and an estimate of the waiting time for admission to units of different sizes and types

Tenant Selection :

It is DCHA's policy that each applicant be assigned his/her appropriate place on the site based waiting list in a sequence based upon date and time the application is received, suitable type or size of unit, and local preferences all of which are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Action of 1968 and the HUD regulations and requirement's.

Each qualified applicant first in sequence on the waiting list will be made one offer of a unit of appropriate size. If the applicant rejects the offer of a unit, he/she will be place at the bottom of the project based waiting list. The rejection will not affect any other waiting List that DCHA has.

DCHA will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION [24 CFR 5.415]

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis.

DCHA will verify all preference claims at the time they are made and again upon selection from the waiting list..

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the Local Preference and given an opportunity for a meeting.

E. RANKING LOCAL PREFERENCES [24 CFR 5.410, 5.415]

DCHA will rank preferences to prioritize applicants with local preferences.

These categories will receive a ranking preference:

DCHA has selected the following system to apply local preferences:

Applicants residing in DCHA's Jurisdiction	9 Pts.
Applicants who are employed * or elderly	3 Pts.

*To receive the local employment preference, the applicant family must have at least one family member, age 18 years or older employed at the time of DCHA's offer housing or who expect to live in the jurisdiction as a result of planned employment.

NOTE: Planned employment means bona fide offer to work in the jurisdiction as evidenced by written documentation from the potential employer.

Applicant must be employed a minimum of 20 hours of work per week for the family member claiming the preference.

A family member that leaves a job after receiving benefit of the preference will be asked to document the reasons for the termination. Someone who terminates employment (as

opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to DCHA and will have their assistance terminated and/or offer canceled.
The amount earned from employment shall not be a factor in granting the working preference. The working preference shall also be available to a family if the head, spouse or sole member is 62 or older, or is receiving social security disability or SSI disability benefits, or any other payments based on the individual'' inability to work.

F. LOCAL PREFERENCES [24 CFR 5.410]

DCHA uses the following Local Preference system

Residency preferences for families who live, work, or have been hired to work in DCHA's jurisdiction.

Families who have at least one adult that is employed and has been employed for 3 months and works a minimum of 20 hours per week. This preference is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work.

A family that is a victim of domestic abuse that is referred to DCHA by a recognized Domestic Abuse Shelter. The victim must present to DCHA a documented Protection from Abuse Order and a written referral from the shelter.

A family whose head or spouse is a veteran.

Selection of a domestic abuse family or veteran family will be processed using a ratio 1 selection for every 10th new admission. This ratio is discretionary and will be reviewed at least annually to determine its effects on issuance of vouchers. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this selection.

TREATMENT OF SINGLE APPLICANTS

All families with children and families who include an elderly person or a person with disability shall be given a selection priority over all other applicants.

G. SPECIAL ADMISSIONS [24 CFR 982.54(d)(e), 982.203]

If HUD awards DCHA program funding that is targeted for specifically named families, DCHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. DCHA maintains separate records of these admissions.
The following are examples of program funding types that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;

2. A family residing in a multifamily rental housing project when HUD sells forecloses or demolishes the project;

3. For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

4. A family residing in a project covered by a project based Section 8 HAP contract at or near the end of the HAP contract term; and

5. A family residing in an area declared by the Federal or State Government as a Federal disaster area.

6. Families that "graduate" from McKinney Act funded Tenant Based assistance programs operated in accordance with the Delaware County Continuum of Care.

Applicants, who are admitted under special admissions, rather than from the waiting list, are identified by codes in the automated system and are not maintained on a separate waiting list.

H. TARGETED FUNDING [24 CFR 982.207]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission

DCHA has the following "Targeted" Programs:
Mainstream for Persons with Disabilities
Shelter Plus Care
Family Unification Program
Project Based Vouchers

I. HUD STRATEGIC GOAL: ENSURE EQUAL OPPORTUNITY IN HOUSING FOR ALL AMERICANS.

In accordance with the annual plan DCHA ensures equal opportunity and affirmatively furthers fair housing,

In order to accomplish this goal, DCHA has executed a Memorandum of understanding with county agencies that represents the "Special Needs" consumers which will address the case management to be provided to their clients who are participating in assisted housing programs. The memorandum of understanding sets aside 25 vouchers to be used by families who are referred to the "special needs" program.

J. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year DCHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area media income. HUD refers to these families as "extremely low-income families." DCHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

DCHA's income targeting requirement does not apply to low income families continuously assisted as provided. For under the 1937 Housing Act.

DCHA is also exempted from this requirement where DCHA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

DCHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA. This provision allows DCHA to admit less than the minimum 40% of its extremely low-income families in a fiscal year to its public housing program to the extent that the HA's admission of extremely low income families in the tenant-based assistance program exceeds 75% of all admissions during the fiscal year. If exercising this option DCHA will follow the fungibility threshold limitations as set forth in QHWRA legislation.

K. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to promptly notify DCHA in writing when their circumstances change.

When an applicant claims an additional preference, they will be placed on the waiting list in the appropriate order determined by the newly-claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before families with a higher preference, the family will be returned to the waiting list.

Cross-Listing of Public Housing and Section 8 [24 CFR 982.205(a)]

DCHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, DCHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, DCHA must offer to place the family on the public housing waiting list.

Other Housing Assistance [24CFR 982.205 (b)]

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

DCHA may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205 (b)]

Refuse to list the applicant on DCHA's waiting list for tenant-based assistance

Deny any admission preference for which the applicant is currently qualified;

Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under DCHA's selection policy; or

Remove the applicant from the waiting list.

However, DCHA may remove the applicant from the waiting list for tenant-based assistance if DCHA has offered the applicant assistance under the voucher program.

L. ORDER OF SELECTION [24 CFR 982.207(e)]

DCHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

The order of selection is based on DCHA's system for weighing preferences.

Local Preferences

Local preferences will be used to select families from the waiting list.

Among Applicants with Equal Preference Status

Among applicants with equal preference status, the waiting list will be organized by date and time.

M. FINAL VERIFICATION OF PREFERENCES [24 CFR 982.207]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, DCHA will verify preferences. Preferences must be maintained from the time the voucher is issued until the Housing Assistance Payments Contract is executed.

N. PREFERENCE DENIAL [24 CFR 982.207]

If DCHA denies a preference, DCHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review with Housing Manager or Section 8 Director. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

O. REMOVAL FROM WAITING LIST AND PURGING

DCHA will not remove an applicant's name from the waiting list except in accordance with the following:

a. Removal from the Waiting List at the applicant's request.

b. Applicant's failure to update their application annually or at least once a year.

c. If it id determined by DCHA that the applicant submitted fraudulent information.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a [The Section 8 Director or Assisted Housing Programs Manager] determines there were circumstances beyond the person's control.

Chapter 5

SUBSIDY STANDARDS
[24 CFR 982.54(d)(9)]

INTRODUCTION

HUD guidelines require that DCHA establish subsidy standards for the determination of the Voucher bedroom size, and those standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards that will be used to determine the voucher size for various sized families when they are selected from the waiting list, as well as the DCHA's procedures when a family's size changes or a family selects a unit size that is different from the Voucher.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

DCHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. DCHA's subsidy standards for determining certificate/voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, DCHA assigns one bedroom to two people within the following guidelines:

A separate bedroom shall be allocated to the head of the household.

Separate bedrooms should be allocated for persons of the opposite sex other than adults who have a spousal relationship and children under 10.

Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant’s family.

Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

GUIDELINES FOR DETERMINING VOUCHER SIZE

	(Minimum #)	(Maximum #)
0 Bedroom	1	1
1 Bedroom	2	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO SUBSIDY STANDARDS (24 CFR 982.403(a) & (b)

DCHA shall grant exceptions from the subsidy standards if the family requests and DCHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

DCHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

Verified medical or health reason; or Elderly persons or persons with disabilities who that may require a live-in attendant.

The family may request a larger sized voucher than indicated by DCHA's subsidy standards. Such request must be made in writing within 14days of DCHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

DCHA will not issue a larger size voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health related reasons must be verified by a health professional.

DCHA (HA) Error

If DCHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size so that the family is not penalized.

The voucher size is determined prior to the briefing by comparing the family composition to DCHA subsidy standards. If an applicant requires a change in the voucher size, the above references guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by DCHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform DCHA within 14 days. The above referenced guidelines will apply.

Under housed and Over housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), DCHA will issue a voucher and assist the family in locating a suitable unit.

Transfer of Funding

Participating families will be selected to be transferred before families are selected from the applicant waiting list. This assures that families who are already on the program are in the appropriate sized units.

Families will be transferred when there is available funding, in the following sequence:

1. A participant family whose family composition has been approved by DCHA who requires a change in subsidy size because they are living in a unit that is overcrowded according to Housing Quality Standards.
2. All others who require a transfer as determined by DCHA.

UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under DCHA's subsidy standard for a family assisted in the voucher program is based on DCHA's adopted payment standards. The payment standard for a family shall be the lower of:

1) The payment standard amount for the family unit size; or
2) The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

	Maximum # in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6
INCOME AND SUBSIDY DETERMINATIONS
[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and DCHA's subsidy. DCHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and DCHA policies related to these topics in three parts as follows:

- Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and DCHA policies for calculating annual income are found in Part I.
- Part II: Adjusted Income. Once annual income has been established HUD regulations requires DCHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and DCHA'spolicies for calculating adjusted income are found in Part II.
- Part III: Calculating Family Share and DCHA's Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining DCHA'S subsidy and required family payment.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

5.609 Annual income. (a) Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and (3) Which are not specifically excluded in paragraph [5.609(c)]. (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
In addition to this general definition, HUD regulations establish policies for treating

specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- Earned Income Disallowance for Persons with Disabilities (Exhibit 6-4)
- The Effect of Welfare Benefit Reduction (Exhibit 6-5)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Employment income above $480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit .

Absent Full-Time Students

DCHA Policy
When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to DCHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Court-Ordered Absences

DCHA Policy
If a member of the family is subject to a court order that restricts the member from the home, DCHA will determine whether the person will be considered temporarily or permanently absent. If the court order specifies a permanent restriction or if the court restriction exceeds 180 days, the person will no longer be considered a family member. If the individual intends to return to the unit at the end of the restriction, the individual is subject to the eligibility and screening requirements discussed in Chapter 3 of this plan.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

DCHA Policy
If a child has been placed in foster care, DCHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absences Due to Incarceration

DCHA Policy
If a family member is expected to be incarcerated for more than 180 consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not

counted.

DCHA Policy

DCHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or co head qualifies as an elderly person or a person with disabilities.

Joint Custody of Children

DCHA Policy

In the case of joint custody, only one family may claim a child as a dependent. When two assisted families could conceivably claim the child, the two families must resolve the issue and declare which household will receive the dependent deduction. If the two households are unable to resolve the issue, DCHA will make the determination on the basis of such factors as who claimed the child as a dependent on the most recent income tax filing and how much time the child spends in each household.

Caretakers for a Child

DCHA Policy

If neither a parent nor a designated guardian remains in a household receiving HCV assistance, DCHA will take the following actions.

(1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

(2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.

(3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.

(4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

6-I.C. ANTICIPATING ANNUAL INCOME

DCHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

DCHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected.
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

DCHA Policy

When DCHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), DCHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to DCHA to show why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If DCHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving $6/hour will begin to receive $6.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows: ($6/hour × 40 hours × 7 weeks) + ($6.25 × 40 hours × 45 weeks).

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases DCHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

Using Up-Front Income Verification (UIV) to Project Income

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" .
HUD allows DCHA to use UIV information in conjunction with family-provided documents to anticipate income [UIV].

DCHA Policy

DCHA's procedures for anticipating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within the last 60 days of the PHA interview date.
DCHA will follow "HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available" in handling differences between UIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of $200 or more per month.

No Substantial Difference. If UIV information for a particular income source differs from the information provided by a family by less than $200 per month, the PHA will follow these guidelines:

If the UIV figure is less than the family's figure, DCHA will use the family's information.

If the UIV figure is more than the family's figure, DCHA will use the UIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, DCHA will use the family-provided information.

Substantial Difference. If UIV information for a particular income source differs from the information provided by a family by $200 or more per month, DCHA will follow these guidelines:

DCHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

When DCHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), DCHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

DCHA will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

DCHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages and Related Compensation. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

DCHA Policy

For persons who regularly receive bonuses or commissions, DCHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, DCHA will use the prior year amounts. In either case the family may provide, and DCHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, DCHA will count only the amount estimated by the employer.

Some Types of Military Pay. All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income Not Counted in Annual Income

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. Such income is not counted.

Children's Earnings. Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)].

Certain Earned Income of Full-Time Students. Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse, or cohead) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program.

Income of a Live-in Aide. Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)].

Income Earned under Certain Federal Programs. Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

Resident Service Stipend. Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the DCHA's governing board. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].

State and Local Employment Training Programs. Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

<u>DCHA Policy</u>

DCHA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

DCHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, DCHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058. End of participation in a training program must be reported in accordance with DCHA's interim reporting requirements.

HUD-Funded Training Programs. Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

DCHA Policy

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

Earned Income Tax Credit. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

Earned Income Disallowance. The earned income disallowance for persons with disabilities is discussed in section 6-I.E below.

6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least $500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

DCHA Policy

The PHA defines *prior income,* or *prequalifying income,* as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

Initial 12-Month Exclusion. During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

DCHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In. During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation. The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and

ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

DCHA Policy

During the 48-month eligibility period, DCHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]

Annual income includes "the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

Business Expenses

Net income is "gross income less business expense" [HCV GB, p. 5-19].

DCHA Policy

To determine business expenses that may be deducted from gross income, DCHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

Business Expansion

HUD regulations do not permit DCHA to deduct from gross income expenses for business expansion.

DCHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness
HUD regulations do not permit DCHA to deduct from gross income the amortization of capital indebtedness.

DCHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means DCHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income
If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business
HUD regulations require DCHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

DCHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, DCHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co owned Businesses

DCHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview
There is no asset limitation for participation in the HCV program. However, HUD

requires that DCHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, DCHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-4 provides the regulatory definition of *net family assets* as well as a chart from the *HCV Guidebook* that summarizes asset inclusions and exclusions. This section begins with a discussion of general policies related to assets and then provides HUD rules DCHA policies related to each type of asset.

General Policies

Income from Assets

DCHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, DCHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

> <u>DCHA Policy</u>
>
> Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to DCHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires DCHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash. Examples of acceptable costs include penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains,

lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

Imputing Income from Assets [24 CFR 5.609(b)(3)]
When net family assets are $5,000 or less, DCHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, DCHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

Determining Actual Anticipated Income from Assets
It may or may not be necessary for DCHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Withdrawal of Cash or Liquidation of Investments
Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

<u>DCHA Policy</u>

If an asset is owned by more than one person and any family member has unrestricted access to the asset, DCHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, DCHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, DCHA will prorate the asset evenly among all owners.

Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]

HUD regulations require DCHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

Minimum Threshold

The *HVC Guidebook* permits DCHA to set a threshold below which assets disposed of for less than fair market value will not be counted.

DCHA Policy

DCHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

DCHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

DCHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. DCHA may verify the value of the assets disposed of if other information available to DCHA does not appear to agree with the information reported by the family.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

DCHA Policy

In determining the value of a checking account, DCHA will use the average monthly balance for the last six months.
In determining the value of a savings account, DCHA will use the current balance.
In determining the anticipated income from an interest-bearing checking or savings account, DCHA will multiply the value of the account by the current rate of interest paid on the account.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

DCHA Policy

In determining the market value of an investment account, DCHA will use the value of the account on the most recent investment report.
How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment

account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), DCHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.
In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

DCHA Policy

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless DCHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

Revocable Trusts
If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Nonrevocable Trusts
In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, DCHA must know whether the money is accessible before retirement.
While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset .
After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset .

DCHA Policy

In determining the value of personal property held as an investment, DCHA will

use the family's estimate of the value. However, DCHA also may obtain an appraisal if appropriate to confirm the value of the asset. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

DCHA Policy

Necessary personal property consists of items such as clothing, furniture, household furnishings, jewelry that is not held as an investment, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum.

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum

receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

DCHA Policy

When a delayed-start payment is received and reported during the period in which DCHA is processing an annual reexamination, DCHA will adjust the family share and DCHA subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with DCHA.

Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]

  DCHA Policy

  DCHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.

- Lump sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.J.) [24 CFR 5.609(b)(4)].

6-I.I. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

6-I.J. WELFARE ASSISTANCE

Overview
Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

DCHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those "who receive welfare assistance or other public assistance benefits ('welfare benefits') from a State or other public agency ('welfare agency') under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance" [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, DCHA must include in annual income "imputed" welfare income. DCHA must request that the welfare agency inform

the PHA when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned. This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals

or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Alimony and Child Support

DCHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

> DCHA Policy
>
> DCHA will count court-awarded amounts for alimony and child support unless DCHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions or Gifts

DCHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

> DCHA Policy
>
> Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "In-kind" contributions such as groceries and clothing provided to a family on a regular basis.
> Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by DCHA. For contributions that may vary from month to month (e.g., utility payments), DCHA will include an average amount based upon past history.

6-I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]

- The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
  (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
  (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)

  (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
  (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)
  (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
  (h) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held

in such trust or restricted lands (25 U.S.C. 1407-1408)

(i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)

(j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

(k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)

(l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)

(m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)

(n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))

(o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

(p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

(q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)

(r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)

(s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Overview

HUD regulations require DCHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income:
(1) $480 for each dependent;
(2) $400 for any elderly family or disabled family;
(3) The sum of the following, to the extent the sum exceeds three percent of annual income:
(i) Unreimbursed medical expenses of any elderly family or disabled family;
(ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
(4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

Anticipating Expenses

DCHA Policy

Generally, DCHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), DCHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, DCHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. DCHA may require the family to provide documentation of payments made in the preceding year.

6-II.B. DEPENDENT DEDUCTION

A deduction of $480 is taken for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of $400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.
The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Definition of *Medical Expenses*

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance."

DCHA Policy

The most current IRS Publication 502, *Medical and Dental Expenses,* will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
Services of medical professionals Surgery and medical procedures that are necessary, legal, noncosmetic Services of medical facilities Hospitalization, long-term care, and in-home nursing services Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)	Substance abuse treatment programs Psychiatric treatment Ambulance services and some costs of transportation related to medical expenses The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) Cost and continuing care of necessary service animals Medical insurance premiums or the cost of a health maintenance organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

Families That Qualify for Both Medical and Disability Assistance Expenses

DCHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or

older or is a person with disabilities.
When expenses anticipated by a family could be defined as either medical or disability assistance expenses, DCHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].
The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

DCHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, DCHA will consider factors such as how the work schedule of the relevant family members

relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.
When DCHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members' incomes.

Eligible Disability Expenses

Examples of auxiliary apparatus are as follows: "Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work".

Eligible Auxiliary Apparatus

DCHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

DCHA Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities. Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible. If the care attendant also provides other services to the family, DCHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

DCHA Policy

DCHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, DCHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and DCHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

DCHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.
When expenses anticipated by a family could be defined as either medical or disability assistance expenses, DCHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which

annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income."

Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household .

DCHA Policy

For the purposes of child care expenses, DCHA defines *child* to include any foster children under the age of 13 living in an assisted family's household.

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

DCHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).
In evaluating the family's request, DCHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

DCHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by DCHA.

Furthering Education

DCHA Policy

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be

commensurate with the child care claimed.

Being Gainfully Employed

DCHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" [24 CFR 5.603(b)].
The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.
When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

DCHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working.

DCHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, DCHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family. DCHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care.

Allowable Child Care Activities

DCHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, DCHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

DCHA Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.
To establish the reasonableness of child care costs, DCHA will use the schedule of child care costs from the local welfare agency. Families may present, and DCHA will consider, justification for costs that exceed typical costs in the area.

DCHA may request from the family verification of the child care expense by

comparing amount claimed verses the amount supplied on the income tax return if applicable.

PART III: CALCULATING FAMILY SHARE AND PHA SUBSIDY

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)

Welfare Rent [24 CFR 5.628]

DCHA Policy

Welfare rent [does not] apply in this locality.

Minimum Rent [24 CFR 5.630]

DCHA Policy

The minimum rent for this locality is $50.00.

Family Share [24 CFR 982.305(a)(5)]

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds DCHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy DCHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-III.C.)

PHA Subsidy [24 CFR 982.505(b)]

DCHA will pay a monthly housing assistance payment (HAP) for a family that is equal

to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see section 6-III.C.)

Utility Reimbursement [24 CFR 982.514(b)]

When DCHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits DCHA to pay the reimbursement to the family or directly to the utility provider.

DCHA Policy

DCHA will make utility reimbursements to the family.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

DCHA Policy

The financial hardship rules described below do not apply in this jurisdiction because the DCHA has established a minimum rent of $50.00.

Overview

If DCHA establishes a minimum rent greater than zero, DCHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.
The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If DCHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

(1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

DCHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

(2) The family would be evicted because it is unable to pay the minimum rent.

DCHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

(3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

DCHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

(5) The family has experienced other circumstances determined by DCHA.

DCHA Policy

DCHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, DCHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

DCHA then determines whether the financial hardship exists and whether the hardship is temporary (expected to last 90 days or less) or long-term.
When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect

of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption Assume the PHA has established a minimum rent of $35.	
Family Share – No Hardship	**Family Share – With Hardship**
$0 30% of monthly adjusted income $15 10% of monthly gross income N/A Welfare rent $35 Minimum rent	$0 30% of monthly adjusted income $15 10% of monthly gross income N/A Welfare rent $35 Minimum rent
Minimum rent applies. TTP = $35	Hardship exemption granted. TTP = $15

DCHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.
DCHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If DCHA determines there is no financial hardship, DCHA will reinstate the minimum rent and require the family to repay the amounts suspended.

DCHA Policy

DCHA will require the family to repay the suspended amount within 30 calendar days of DCHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If DCHA determines that a qualifying financial hardship is temporary, DCHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.
At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay DCHA the amounts suspended. HUD requires DCHA to offer a reasonable repayment agreement, on terms and conditions established by the DCHA. DCHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

DCHA Policy

DCHA will enter into a repayment agreement in accordance with the procedures

found in Chapter 17 of this plan.

Long-Term Hardship

If DCHA determines that the financial hardship is long-term, DCHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

DCHA Policy

The hardship period ends when any of the following circumstances apply:

(1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
(2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a $60/month child support payment, the hardship will continue to exist until the family receives at least $60/month in income from another source or once again begins to receive the child support.
(3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505]

Overview

DCHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the DCHA's payment standards.

Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].
The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under DCHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

DCHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent,DCHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit.

Changes in Payment Standards

When DCHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.

Decreases

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard. DCHA will determine the payment standard for the family as follows:

Step 1: At the first regular reexamination following the decrease in the payment standard, DCHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.

Step 2: DCHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by DCHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two payment standards. DCHA will advise the family that the application of the lower payment standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

Step 3: At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless DCHA has subsequently increased the payment standard, in which case the payment standard will be determined in accordance with procedures for increases in payment standards described below.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.
Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination.

Changes in Family Unit Size

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

Reasonable Accommodation

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, DCHA is allowed to establish a higher payment standard for the family within the basic range.

6-III.D. UTILITY ALLOWANCES [24 CFR 982.517]

Overview

DCHA-established utility allowance schedule is used in determining family share and DCHA's subsidy.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. DCHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection. Costs for telephone, cable/satellite TV, and Internet services are not included in the utility allowance schedule.

The cost of each utility and housing service must be stated separately by unit size and type.

The PHA must use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using PHA subsidy standards.

Air-Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

> <u>DCHA Policy</u>
>
> DCHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before DCHA will apply this allowance to a family's rent and subsidy calculations.

Reasonable Accommodation

HCV program regulations require DCHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, DCHA will approve an allowance for air-conditioning, even if DCHA has determined that an allowance for air-conditioning generally is not needed.
The family must request the higher allowance and provide DCHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required,

Utility Allowance Revisions
DCHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.
Revised utility allowances will be applied to a family's rent and subsidy calculations at the next annual reexamination that is effective after the allowance is adopted.

6-III.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. DCHA must prorate the assistance provided to a mixed family. DCHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if DCHA's subsidy for a family is calculated at $500 and two of four family members are ineligible, the PHA subsidy would be reduced to $250.

EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

(a) *Annual income means all amounts, monetary or not, which:*

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) *Annual income includes, but is not limited to:*

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31[1]; and
(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

[1] Text of 45 CFR 260.31 follows.

260.31 What does the term "assistance" mean?

(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual
(ii) recipients; and

(iii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of "assistance"] excludes: (1) Nonrecurrent, short-term benefits that:
(i) Are designed to deal with a specific crisis situation or episode of need;
(ii) Are not intended to meet recurrent or ongoing needs; and
(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
(3) Supportive services such as child care and transportation provided to families who are employed; (4) Refundable earned income tax credits;
(5) Contributions to, and distributions from, Individual Development Accounts;
(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

24 CFR 5.609

(c) *Annual income does not include the following:*

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in Sec. 5.403;

(6) The full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to
Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically
(iv) for or in
(v) reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation,
(vi) child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for DCHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the DCHA's governing board. No resident may receive more than one such stipend during the same period of time; (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;
(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance

programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to DCHA and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determini Benefits

a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);

h) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians

in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the

cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

(3) In determining net family assets, DCHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABI

24 CFR 5.617 Self-sufficiency incentives for persons with disabilities–Disallowance of increase in annual income.

(a) *Applicable programs.* The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

(b) *Definitions.* The following definitions apply for purposes of this section.
Disallowance. Exclusion from annual income.
Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
*Qualified family.*A family residing in housing assisted under one of the programs listed i n paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least $500.

(c) *Disallowance of increase in annual income*–

(1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

(2) Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48 month period starting from the initial exclusion under paragraph (c)(1) of this section.

(d) *Inapplicability to admission.* The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) *Applicability.*) Section 8 tenant-based assistance clients (part 982 of this title).

(b) *Definitions.* The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance

benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as aresult of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.
Specified welfare benefit reduction.
(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;
(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (iii) because a family member has not complied with other welfare agency requirements.

(c) *Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to DCHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.
(2) At the request of DCHA, the welfare agency will inform DCHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform DCHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. DCHA will use this information to determine the amount of imputed welfare income for a family.
(3) A family's annual income includes imputed welfare income in family annual income, as determined at DCHA's interim or regular reexamination of family income and composition,

during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).
(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed
(5) DCHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.
(d) *Review of DCHA's decision.*

A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review DCHA's determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if DCHA denies the family's request to modify such amount, DCHA shall give the family written notice of such denial, with a brief explanation of the basis for DCHA's determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with DCHA's determination, the family may request an informal hearing on the determination under DCHA's hearing procedure.

(e) *DCHA's relation with welfare agency.*

(1) DCHA must ask welfare agencies to inform DCHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction.If the welfare agency determines a specified welfare benefits reduction for a family member, and gives DCHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction. (2) DCHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to DCHA. However,DCHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures,

nor for providing the opportunity for review or hearing on such welfare agency determinations. (3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. DCHA shall be entitled to rely on the welfare agency notice to DCHA of the welfare agency's determination of a specified welfare benefits reduction.

CHAPTER 7
VERIFICATION
[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

INTRODUCTION

DCHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. DCHA must not pass on the cost of verification to the family.

DCHA will follow the verification guidance provided by HUD in PIH Notice 2004-01 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.
Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

PART I. GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that DCHA or HUD determines is necessary to the administration of the program and must consent to DCHA verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and DCHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, DCHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with DCHA procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy

HUD authorizes DCHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires DCHA to use the most reliable form of verification that is available and to document the reasons when DCHA uses a lesser form of verification. In order of priority, the forms of verification that may be used are:

- Up-front Income Verification (UIV) whenever available

- Third-party Written Verification
- Third-party Oral Verification
- Review of Documents
- Self-Certification

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the notice that provides guidance with respect to how each method may be used.

Requirements for Acceptable Documents

DCHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to DCHA. The documents must not be damaged, altered or in any way illegible.

The PHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, DCHA would accept the most recent report.

Print-outs from web pages are considered original documents.

DCHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to DCHA and must be signed in the presence of a DCHA representative or DCHA notary public.

File Documentation

DCHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that DCHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to DCHA.

DCHA must restrict access to and safeguard UIV data in accordance with HUD guidance

on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action can be taken against a family until DCHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of DCHA.

Definition of Substantial Difference

UIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the UIV information. In "HUD Guidelines for Projecting Annual Income When UIV Data is Available" [HUD website, April 2004], HUD recommends using $200 per month as the threshold for a substantial difference. DCHA will therefore use $200 per month as the threshold for a substantial difference.
See Chapter 6 for the PHA's policy on the use of UIV to project annual income and for the DCHA's threshold for substantial difference.

When No Substantial Difference Exists

If UIV information does not differ substantially from family information, the UIV documentation may serve as third-party written verification.

When a Substantial Difference Exists

When there is a substantial difference between the information provided by the UIV source and the family, DCHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires DCHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.

> DCHA Policy
>
> DCHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

DCHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. DCHA will send a written request for verification to each required source within 7 business days of securing a family's authorization for the release of the information and give the source 14 business days to respond in writing. If a response has not been received by the 15th business day, DCHA will request third-party oral verification.

DCHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, DCHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification DCHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided. If a third party agrees to confirm in writing the information provided orally, DCHA will wait no more than 14 business days for the information to be provided. If the information is not provided by the 15th business day, DCHA will use any information provided orally in combination with reviewing family-provided documents (see below).

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, DCHA will use the information from documents on a provisional basis. If DCHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, DCHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the DCHA's interim reexamination policy.

WHEN DCHA IS REQUIRED TO PAY A FEE TO OBTAIN THIRD PARTY VERIFICATION

It is DCHA's policy not to pay a fee for third party verification and will accept the printed notice(s) that is/are sent to the resident from the company. i.e., unemployment, pensions..

When Third-Party Verification is Not Required
Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses
DCHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.
DCHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

DCHA Policy

DCHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than $500 annually ***and*** the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources
DCHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, DCHA will rely upon review of documents when the DCHA determines that a third party's privacy rules prohibit the source from disclosing information. Another example would be where the Social Security Administration (SSA) has refused to respond to requests for third-party verification.

DCHA Policy

DCHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.
If the family cannot provide original documents, DCHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.
The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

7-I.E. REVIEW OF DOCUMENTS
Using Review of Documents as Verification

If DCHA has determined that third-party verification is not available or not required, DCHA will use documents provided by the family as verification.

DCHA may also review documents when necessary to help clarify information provided by third parties. In such cases DCHA will document in the file how DCHA arrived at a final conclusion about the income or expense to include in its calculations.

7-I.F. SELF-CERTIFICATION

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the DCHA.

DCHA Policy

DCHA may require a family to certify that a family member does not receive a particular type of income or benefit.
The self-certification must be made in a format acceptable to DCHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a DCHA representative or DCHA notary public.

PART II. VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

DCHA Policy

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.
If none of these documents can be provided and at DCHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to DCHA and be signed in the presence of a DCHA representative or DCHA notary public.

Legal identity will be verified on an as needed basis.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and HCV GB, p. 5-12]
For every family member age 6 or older, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

DCHA Policy

DCHA will also accept the following documents as evidence if the SSN is provided on the document:

Driver's license
Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union
Payroll stubs
Benefit award letters from government agencies; retirement benefit letters; life insurance policies

Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, DCHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. DCHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

DCHA Policy

DCHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.
For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, DCHA will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously-assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled reexamination.
The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

7-II.C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

DCHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, DCHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

DCHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

DCHA Policy

DCHA will require the family to document the marriage.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

DCHA Policy

Certification by the head of household is normally sufficient verification. If DCHA has reasonable doubts about a separation or divorce, DCHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.
If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

DCHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

DCHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

DCHA Policy

DCHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family claims full-time student status for an adult other than the head, spouse, or cohead, or
The family claims a child care deduction to enable a family member to further his or her education.

7-II.F. DOCUMENTATION OF DISABILITY

DCHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. DCHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. DCHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If DCHA receives a verification document that provides such information, DCHA will not place this information in the tenant file. Under no circumstances will DCHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.
The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities.

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy

- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits
DCHA will attempt to obtain information about disability benefits through the HUD UIV System when it is available, or HUD's Tenant Assessment Subsystem (TASS). If the HUD UIV System or TASS is not available, DCHA will attempt to obtain third-party written/oral verification from the SSA. If third-party verification is not available, the family may provide an original SSA document that confirms the current benefits. Verification of receipt of SSA benefits or SSI based upon disability is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions.
Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

Family Members Not Receiving SSA Disability Benefits
For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and DCHA verification requirements related to citizenship status.
The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals
HUD requires a declaration for each family member who claims to be a U.S. citizen or

national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.
DCHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

DCHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless DCHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants
Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.
The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.
DCHA Verification

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants,DCHA must verify immigration status with the Bureau of Citizenship and Immigration Services (BCIS).
The PHA will follow all BCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

DCHA must verify any preferences claimed by an applicant.

PART III. VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides DCHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

DCHA Policy

Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

DCHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

DCHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination DCHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, DCHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months DCHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

DCHA Policy

DCHA will attempt to obtain information about social security/SSI benefits through the HUD UIV System or the Tenant Assessment Subsystem (TASS) when available. If not available, DCHA will attempt to contact the SSA for third-party written/oral verification of payments. If third-party verification is not available through either source, the family may provide an original SSA document that confirms the current benefits.

7-III.D. ALIMONY OR CHILD SUPPORT

DCHA Policy

The way DCHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it ***receives regular payments***, verification will be sought in the following order.

If payments are made through a state or local entity, DCHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it ***receives irregular or no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

7-III.E. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. DCHA needs to verify only those certifications that warrant documentation.

DCHA Policy

DCHA will verify the value of assets disposed of only if:

DCHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a $10,000 certificate of deposit at the last annual reexamination and DCHA verified this amount. Now the person reports that she has given this $10,000 to her son. DCHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore,DCHA will verify the value of this asset.

7-III.F. NET INCOME FROM RENTAL PROPERTY

DCHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, DCHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.G. RETIREMENT ACCOUNTS

DCHA Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, DCHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, DCHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, DCHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6, Part I.
DCHA must obtain verification for income exclusions only if, without verification, DCHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the DCHA will confirm DCHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

DCHA Policy

DCHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, DCHA will report the amount to be excluded as indicated on documents provided by the family.

7-III.I. ZERO ANNUAL INCOME STATUS

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

PART IV. VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that DCHA verify

that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 (6-II.B.) for a full discussion of this deduction. DCHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. DCHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

DCHA Policy

DCHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case DCHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. DCHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, DCHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62, or a person with disabilities. DCHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for DCHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

DCHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

DCHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, DCHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

DCHA Policy

DCHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make

attendant care payments and/or receipts from care source
If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

DCHA Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus
If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months
If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, DCHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. DCHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Family Member(s) Permitted to Work

DCHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

DCHA Policy

DCHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).
If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

DCHA Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.
The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

Policies related to child care expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, DCHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. DCHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

DCHA Policy

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.
The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

DCHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

DCHA Policy

Information to be Gathered

DCHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible DCHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases DCHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, DCHA will provide the family with a form on which the family member must record job search efforts. DCHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

DCHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

DCHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain

guidelines, as discussed in Chapter 6.

DCHA Policy

DCHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6 (6-II.F).

DCHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

DCHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable child care costs can be deducted.

DCHA Policy

The actual costs the family incurs will be compared with the DCHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, DCHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Exhibit 7-1: Excerpt from HUD Verification Guidance Notice (PIH 2004-01)

Upfront (UIV)	**Highest (Highly Recommended, highest level of third party verification)**
Written 3rd Party	**High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)**
Oral 3rd Party	**Medium (Mandatory if written third party verification is not available)**
Document Review	**Medium-Low (Use on provisional basis)**
Tenant Declaration	**Low (Use as a last resort)**

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person	The PHA may have tenants sign a verification form directly to the independent sources to obtain wage information	In the event the independent source does not respond to the PHA's written request for information, the PHA may accept the independent source by phone or in person visit to obtain the requested information.	When neither form of third party verification is obtained the PHA may accept original documents such as consecutive pay stubs. HUD recommends the PHA review at least three months worth of pay stubs, if employed by the same employer for three months or more, W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies such as The Work Number or ChoicePoint to obtain wage and salary information	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form			
	Use of HUD systems when available.				

Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, hours worked, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

Effective Date of Employment: The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self Employment	Not Available	The PHA may also fax a verification form directly to various agencies, certified by the family to obtain income information	The PHA may call the source to obtain income information	The PHA may accept any documents (e.g. tax returns, receipts and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Verification of Self-Employment Income: Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit. History and discrepancy reports.	The PHA may also fax a verification form directly to the local SSA office to obtain social security benefit information. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may call SSA with the tenant on the line, to obtain current benefit amount. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the Local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person	The PHA may also fax, or otherwise send a verification form directly to the Local Social Services Agency to obtain welfare benefit information	The PHA may call the Local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice as an income from the Local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The PHA mails, faxes or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain unemployment benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Pension	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Assets	Use of cooperative agreements with vendors to obtain asset and asset income information electronically by mail or fax or in person	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and/or asset income information	The PHA may call the source to obtain asset and asset income information	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and/or asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. This may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns it directly to the PHA. Agency documents should not have any documents to or from the independent source	The PHA should document in the tenant file the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.

Note: The PHA must not pass verification costs along to the participant.

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be spent of the PHA's written policies.)

Exhibit 7-2: Summary of Documentation Requirements for Noncitizens

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable BCIS document. Acceptable BCIS documents are listed below.

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- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - "Admitted as a Refugee Pursuant to Section 207"
  - "Section 208" or "Asylum"
  - "Section 243(h)" or "Deportation stayed by Attorney General"
  - "Paroled Pursuant to Section 221 (d)(5) of the BCIS"

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- Form I-94 Arrival-Departure Record with no annotation accompanied by:
  - A final court decision granting asylum (but only if no appeal is taken);
  - A letter from a BCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a BCIS district director granting asylum (application filed before 10/1/90);
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).

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- Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".

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Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".

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- A receipt issued by the BCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the BCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

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Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS
[24 CFR 982.301, 982.302]

INTRODUCTION

DCHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, DCHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, DCHA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, DCHA will issue Vouchers to applicants whose eligibility has been determined. The issuance of Vouchers must be within the dollar limitations set by the ACC budget.

DCHA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers that are over-issued must be honored. If DCHA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

The number of Vouchers issued must ensure that DCHA stays as close as possible to 100 percent lease up. DCHA performs a monthly calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HA can over-issue (issue more Vouchers than the budget allows to achieve lease up).

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in [groups]. Families who attend group briefings and still have the need for individual assistance will be referred to the Director or Admissions.

The purpose of the briefing is to explain the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

DCHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend [1] scheduled briefings, without prior notification and approval of DCHA, may be denied admission based on failure to supply information needed for certification. DCHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. [DCHA also includes other information and/or materials that are not required by HUD.]

The family is provided with the following information and materials:

The term of the voucher, and DCHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a family, including how DCHA determines the payment standard for a family; how DCHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How DCHA determines the maximum allowable rent for an assisted unit

Where the family may lease a unit. For family that qualifies to lease a unit outside DCHA jurisdiction under portability procedures, the information must include an explanation of how portability works.

DCHA required tenancy addendum, which must be included in the lease.

The form the family must use to request approval of tenancy [key receipt form], and a description of the procedure for requesting approval for a tenancy.

A statement of DCHA policies on providing information about families to prospective owners.

DCHA Subsidy Standards including when and how exceptions are made [and how the voucher size relates to the unit size selected].

The HUD brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.

The HUD pamphlet on lead-based paint entitled Protect Your Family From Lead in Your Home [and information about where blood level testing is available].

Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. [and the phone numbers of the local fair housing agency and the HUD enforcement office].

A list of landlords or other parties willing to lease to assisted families or help in the search. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that DCHA will provide a list of accessible units known to DCHA.

The family obligation's under the program.

The grounds on which DCHA may terminate assistance for a participant family because of family action or failure to act.

DCHA informal hearing procedures including when DCHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Additional Items for Briefing Packet Based on SEMAP Requirements

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability. (Required for PHAs in MSAs)

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families..

Information regarding DCHA's outreach program that assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration (required for PHA's in MSAs).

Move Briefing

A move briefing will be held for participants who will be reissued Vouchers to move, and who have been recertified [within the last 120 days], and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.

Families failing to attend a scheduled move briefing 2 times will be denied a new Voucher based on failure to provide required information.

Interested owners who request to sit in on scheduled family briefings to obtain information about the Voucher program will be allowed to do so.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

DCHA will give participants a copy of HUD form 903 to file a complaint

D. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

The owner is not required to but may collect a security deposit from the tenant.

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

Security deposits charged by owners may be any amount the owner wishes to charge (but not more than the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

E. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between DCHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

The Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Tenancy Addendum* and Lease within the sixty - day period unless an extension has been granted by DCHA.

If the Voucher has expired, and has not been extended by DCHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval is received, DCHA will deduct the number of days required to process the request from the 60 day term of the voucher.

Extensions

DCHA will extend the term up to 120 days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. If the family needs an extension in excess of 120 days, DCHA will extend the voucher terms for the amount of time reasonable required for said reasonable accommodation.

A family may request an extension of the Voucher time period. All requests for extensions must in writing and received prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of DCHA up to a maximum of an additional 60 days primarily for these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

DCHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of DCHA, throughout the initial sixty-day period. A completed search record [is] required.

The family was prevented from finding a unit due to disability accessibility requirements or larger size [3 or more]* bedrooms unit requirement. The Search Record [is] part of the required verification.

Assistance to Voucher Holders

Families who require additional assistance during their search may call DCHA Office to request assistance. Voucher holders will be notified at their briefing session that DCHA periodically updates the listing of available units and how the updated list may be obtained.

DCHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

F. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, DCHA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.

2. Whether domestic violence was involved in the breakup.

3. Which family members remain in the unit?

4. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, DCHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized voucher.

G. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by DCHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

A reduction in family size may require a reduction in the voucher size.

Chapter 9

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

INTRODUCTION [24CFR982.305(a)][24 CFR 982.302]

DCHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. DCHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of DCHA, or outside of DCHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with DCHA. This Chapter defines the types of eligible housing, DCHA's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Tenancy (RFAT).

A. REQUEST FOR APPROVAL OF TENANCY [24 CFR 982.302, 982.305(b)]

The Request for Approval of Tenancy (RFAT) and where applicable a copy of the Certificate of Occupancy issued by the municipality where the unit is located and copy of the proposed Lease must be submitted by the family during the term of the voucher.

Both the owner and Voucher holder must sign the Request for Approval of Tenancy.

DCHA [will not] permit the family to submit more than one RFAT at a time.

DCHA will review the proposed lease and the Request for Lease Approval documents to determine whether or not they are approvable.

The Request will be approved if:

1. The unit is an eligible type of housing
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable and approvable.
4. The Security Deposit is approvable in accordance with any limitations in this plan.
5. The proposed lease complies with HUD and DCHA requirements.
6. The owner is approvable, and there are no conflicts of interest.

Disapproval of RFAT

If DCHA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. DCHA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given [a maximum of 14] calendar days to submit an approvable RFAT from the date of disapproval.

When, for any reason, an RFAT is not approved, DCHA will furnish another RFAT form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353,]

DCHA will approve any of the following types of housing in the Voucher programs:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Units owned (but not subsidized) by the HA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

DCHA may not permit a Voucher holder to lease a unit that is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW [24 CFR 982.308]

DCHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations [and State/local law]. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Approval Tenancy

Owners must submit their own lease.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by DCHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by DCHA.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by DCHA and attached to the lease.

E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See Chapter on, "Housing Quality Standards and Inspections."

F. RENT LIMITATIONS [24 CFR 982. 507]

DCHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, DCHA will negotiate with the owner to reduce the rent to a reasonable rent.
If the rent can be approved by, DCHA will continue processing the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, the owner must submit a new Request for Approval of Tenancy.

If the owner does not agree on the Rent to Owner after DCHA has tried and failed to negotiate a revised rent, DCHA will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, DCHA will furnish prospective owners with the family's current address as shown in DCHA's records and, if known to DCHA, the name and address of the landlord at the family's current and prior address.

DCHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

DCHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

A statement of DCHA's policy on release of information to prospective landlords will be included in the briefing packet that is provided to the family.

DCHA [will] provide documented information regarding tenancy history for the past [3] years to prospective landlords [upon request from the landlord].

DCHA will provide prospective owners with information about the family's rental history, or any history of drug trafficking. [upon request from the landlord]*

DCHA will provide the following information, based on documentation in its possession:

Eviction history
Damage to rental units
Other aspects of tenancy history
Drug Trafficking by family members

The information will be provided for the last [3] years.
The information will be provided [orally].

Only the [employees within the Section 8 Department] may provide this information. DCHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

I. OWNER DISAPPROVAL

See Chapter on, "Owner Disapproval and Restriction."

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE.

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract at admission, the information will be verified and the TTP will be recalculated. If the family does not report any change,DCHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

DCHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and DCHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. DCHA will retain a copy of all signed documents.

DCHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following HA representative(s) is/are authorized to execute a contract on behalf of DCHA: [Section 8 Director or Designee; Executive Director or Assistant Executive Director].

Owners must provide the current address of their residence (not a Post Office box).

Owners must provide an Employer Identification Number or Social Security Number

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if a management agent manages the property.

The owner must provide a home telephone number and business number if applicable.

L. CHANGE IN OWNERSHIP

See Chapter on, “Owner Disapproval and Restriction.”

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

DCHA will inspect each unit under contract at least annually. DCHA will also have an inspection supervisor perform quality control inspections to assure consistency in the DCHA's program. This Chapter describes DCHA's procedures for performing HQS and other types of inspections, and DCHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and DCHA requirements. (See additions to HQS).

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RAFT) to have the utilities turned on. [The Inspector will schedule a reinspection.]
If the tenant is responsible for supplying the stove and/or the refrigerator, DCHA will allow the stove and refrigerator to be placed in the unit after the inspection, if after the unit has passed all other HQS, the family certifies that the appliances are in the unit and working according to the Housing Quality Standards. DCHA will conduct a reinspection.

There are three types of inspections DCHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval.

2. Annual: Must be conducted within twelve months of the anniversary date of the last full inspection.

3. Special-: At request of owner, family or an agency or third-party and a Quality Control.

B. INITIAL HQS INSPECTION [24 CFR 982.401(a), 982.305(b)(2)]

DCHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 days unless it is determined that it is unable to do so in the stated time frame, in which case the file will be appropriately documented.

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the [family and] owner will be advised to notify the HA once repairs are completed.

On an initial inspection, the owner will be given up to [maximum of 14] days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to 1 reinspection for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

DCHA conducts an inspection in accordance with Housing Quality Standards at least annually, [90] days prior to the last annual inspection. Special inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies that cause a unit to fail unless it is a fail for which the tenant is responsible.

The family must allow DCHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Inspections will be conducted on business days only.

DCHA will notify the family in writing prior to the inspection.

Inspection: The families [and owner] [are] notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed.

If the family misses [2] inspection appointments, DCHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

Reinspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a Family Obligation to allow DCHA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter on, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.

Time Standards for Repairs

1. The owner must correct emergency items that endanger the family's health or safety.

2. For non-emergency items, repairs must be made within 30 days.

3. For major repairs, the [Director of Computers/Inspections -Section 8 Director or Designee] may approve an extension beyond 30 days.

Rent Increases

Rent to owner increases may not be approved if the unit is in a failed condition.

D. MOVE OUT/VACATE

A move out inspection will be performed only at the landlord's request.

E. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies DCHA that the unit does not meet Housing Quality Standards, DCHA will conduct an inspection.

DCHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

DCHA will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 90 days of a special inspection, the special inspection will be categorized, as annual and all annual procedures will be followed.

F. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the Director of Admissions, Compliance and Special Programs; Section 8 Director, Director of Computer/Inspections or an employee of DCHA or a designated employee trained in HQS.. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]

DCHA adheres to the HQS and acceptability criteria in the program regulations and HUD Inspection Booklet with no exceptions.

H. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a), 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

Lack of security for the unit
Waterlogged ceiling in imminent danger of falling
Major plumbing leaks or flooding
Natural gas leak or fumes
Electrical problem that could result in shock or fire
No heat when outside temperature is below [32]_ F. and temperature inside unit is below [60] _ F
Obstacle which prevents tenant's entrance or exit
No Smoke detectors
Inoperable Smoke detectors
Lack of functioning toilet

DCHA may give a short extension (not more than [48] additional hours) whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by DCHA.

If the emergency repair item(s) are not corrected in the time period required by DCHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by DCHA, and it is an HQS breach, which is a family obligation, DCHA will terminate the assistance to the family.

Smoke Detectors

DCHA will issue a warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's some detector is a health and fire hazard and is considered a violation of the HQS.

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by DCHA, the assistance payment to the owner will be [abated].

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for [minimum of 10 - maximum of 30] days, depending on the nature of the repair(s) needed.

DCHA will inspect abated units within [14] days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for DCHA's portion of rent that is abated.

Reduction of Payments

DCHA will [grant an extension] in lieu of abatement in the following cases:

The owner has a good history of HQS compliance.
There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
The owner makes a good faith effort to make the repairs.
The repairs must be delayed due to climate conditions.

The [extension] will be made for a period of time not to exceed [14] days. At the end of that time, [At DCHA's discretion,] if the work is not completed [or substantially completed], DCHA will begin the [abatement].

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by DCHA if the tenant chooses to remain in the unit. Only [1] Housing Quality Standards inspections will be conducted after the termination notice is issued.

J. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

Damage to the unit caused by a household member or guest beyond normal wear and tear.

The owner is responsible for all other HQS violations.
The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. DCHA may terminate the family's assistance on that basis.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, DCHA will require the family make any repair(s) or corrections within [minimum of 10 -maximum of 30] days. If the repair(s) or correction(s) are not made in this time period, DCHA will terminate assistance to the family. Extensions in these cases must be approved by [Section 8 Director or Designee]. The owner's rent will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS [24 CFR, 982.502, 982.503, 982.504, 982.505, 982.507]

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program called the Housing Choice Voucher Program.

DCHA will determine rent reasonableness in accordance with 24CFR 982.507 (a). It is DCHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507 (b).

This chapter explains DCHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The Rent to Owner is limited only by rent reasonableness. DCHA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly-adjusted income.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP contract is executed, DCHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Checks are disbursed by the Finance Department to the owner each month.

Excess Payments

The total of rent paid by the tenant plus DCHA's housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to DCHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to DCHA" chapter of this Administrative Plan.

Late Payments to Owners

DCHA will pay a late fee to the owner for housing assistance payments that are not mailed to the owner by the 15th of the month, if requested the owner.

DCHA will not be obligated to pay a late fee in the event that required documents are not Submitted to our office in a timely fashion.

DCHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond DCHA's control, such as a delay in the receipt of program funds from HUD. DCHA will use administrative fee income or the administrative fee reserves its only source for late payment penalty.

DCHA will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

DCHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

DCHA will not approve a lease until DCHA determines that the initial rent to owner is a reasonable rent. DCHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

DCHA must re-determine if directed by HUD and based on a need identified by DCHA's auditing system. DCHA may elect to re-determine rent reasonableness at any other time. At all time during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by DCHA.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give DCHA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from [newspapers, Realtors, professional associations, inquiries, market surveys and other available resources.]

The following items will be used for rent reasonableness documentation:
Size (number of Bedrooms/square footage)
Location
Quality
Amenities (i.e., bathrooms, dishwasher, air conditioning, etc.)

Housing Services
Age of unit
Unit Type
Utilities
Maintenance

Rent Reasonableness Methodology

DCHA has contracted with Alliance for Building Communities

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at DCHA's discretion, the Voucher Payment Standard amount is set by DCHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. DCHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, DCHA will ensure that the Payment Standard is within the range of 90 percent to 110 percent of the new FMR, unless HUD has approved an exception payment standard.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.505]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. DCHA will not raise the Payment Standards solely to make "high end" units available to voucher holders.

DCHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Quality of Units Selected

DCHA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

HA Decision Point

DCHA will review that average percent of income the families on the program are paying for rent. If more than [40%] of families are paying more than 30% of monthly adjusted income for a particular unit size, DCHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by HA in this Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units, DCHA may decline to increase the payment standards.

Rent to Owner Increases

DCHA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, DCHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, DCHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by DCHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, DCHA must use the appropriate payment standard amount established by DCHA for the exception area in accordance with regulation 24 CFR 982.503(c).

G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM [(24CFR 982.308(g)]

The owner is required to notify the PHA, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

Chapter 12

RECERTIFICATIONS
[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, DCHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-certifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines DCHA's policy for conducting annual recertification and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are two activities DCHA must conduct on an annual basis:

1. Recertification of Income and Family Composition

2. HQS Inspection

DCHA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See "Housing Quality Standards and Inspections." chapter

Rent Adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards." chapter

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually.

Moves Between Reexaminations

When families move to another dwelling unit:

An annual recertification will be scheduled (unless a recertification has occurred in the last [90] days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification

Reexamination Notice to the Family

DCHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least [60-90] days in advance of the anniversary date. If requested as an accommodation by a person with a disability, DCHA will provide the notice in an accessible format. DCHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

DCHA's procedure for conducting annual recertification will be:

Schedule the date and time of appointments and mail a notification to the family.

Completion of Annual Recertification

DCHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 15 days before the scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to DCHA's office will be granted an accommodation by conducting the interview [by mail], upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information [24CFR 982.516((f)}

DCHA will require the family to complete a recertification form prior to all interviews, and then reviews the form with the family. This system utilizes the Personal Declaration Form so that the HA has information in the family representative's own handwriting.

Requirements to Attend

The following family members will be required to attend the recertification interview:

All adult household members

If the head of household is unable to attend the interview:

The appointment will be rescheduled

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to [2] days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with DCHA, DCHA [will] reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, DCHA will:

Send family notice of termination and offer them an informal hearing

Exceptions to these policies may be made by the Section 8 Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

In the notification letter to the family, DCHA will include instructions for the family to bring the following:

Documentation of all assets
Documentation of any deductions/allowances
Personal Declaration Form completed by head of household
Documentation of All Income

Verification of Information

DCHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than [90] days old.

Tenant Rent Increase

If tenant rent increases, a twenty day notice is mailed to the family prior to the anniversary date.

If less than twenty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the twenty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by DCHA.

C. REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition to DCHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain DCHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. DCHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

DCHA [will] conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets [immediately/within (14) days of the increase].

Decreases in Income

Participants may report a decrease in income and other changes that would reduce the amount of tenant rent, such as an increase in allowances or deductions. DCHA must calculate the change if a decrease in income is reported.

HA Errors

If DCHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable; retroactive to when the decrease for the change would have been effective if calculated correctly.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with [zero] income every 90 days.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD Notice PIH 98-6]

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures [are not] required by DCHA. If the family disagrees with the rent adjustment, they may request an informal review or hearing.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM [24CFR5.615] REQUIREMENTS

DCHA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

Fraud; or

Failure to participate in an economic self-sufficiency program ; or

Noncompliance with activity requirements.

However, DCHA will reduce the rent if the Welfare assistance reductions are a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with Welfare program requirements but cannot or has not obtained employment.

DCHA will notify affected families that they have the right too an informal hearing regarding these requirements.

Cooperation Agreements [24CFR5.613]

DCHA and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

DCHA requires that families report interim changes to DCHA within [14] days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change must be provided, must be provided within [14] days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

DCHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:
Increases in the Tenant Rent are effective on the first of the month following at least twenty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to [sign a Repayment Agreement].

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the HA in a Timely Manner

"Processed in a timely manner," means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by DCHA in a timely manner.

In this case, an increase will be effective after the required twenty days' notice prior to the first of the month after completion of processing by DCHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION [24 CFR 982.516(c)]

All changes in family composition must be reported within [14] days of the occurrence.

Increases in Family Size
Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and DCHA.

If the addition would result in overcrowding according to HQS maximum occupancy standards:

DCHA will not approve the addition other than birth, adoption or court-awarded custody.

DCHA will issue a larger Certificate or Voucher or put the family on the Transfer List.

DCHA will issue a larger Certificate or Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a HA approved live-in attendant.

Addition of a relative to the Head or Spouse.

Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding; the change in Certificate/Voucher shall be made effective immediately. DCHA may determine whether to issue a Certificate or Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24CRF 982.516(c)]

See “Subsidy Standards” chapter.

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

1. The HA implemented the Non-Citizen Rule prior to November 29, 1996 AND

2. The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND

3. All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, DCHA may terminate assistance and may refer the family file/records to the proper authorities for appropriate disposition (see Program Integrity Addendum)

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY [24 CFR 982.314, 982.353, 982.355 (a)]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within DCHA's jurisdiction, or to a unit outside of DCHA's jurisdiction under Portability procedures. The regulations also allow DCHA the discretion to develop policies that define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, DCHA's jurisdiction, and the policies for restriction and limitations on moves.

A ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]

Families will be permitted to move within DCHA's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside DCHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will be permitted to move more than once in a 12-month period.

DCHA will deny permission to move if there is insufficient funding for continued assistance.

DCHA may deny permission to move to if:

The family has violated a Family Obligation.
The family owes DCHA money.

The Section 8 Director or management may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last 90 days, DCHA will issue the certificate or voucher to move after conducting the recertification.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and DCHA proper written notice of any intent to move.

The family must give the owner the required number of day's written notice of intent to vacate specified in the lease and must give a copy to DCHA simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive Tenant-Based Voucher assistance to lease a unit outside the HA's jurisdiction, anywhere in the United States, in the jurisdiction of a HA with a tenant based program. When a family request to move outside of the HA's jurisdiction, the request must specify the area to which the family wants to move.

Restrictions on Portability

1.Families will not be permitted to exercise portability during the initial 12-month period after admission to the program, if neither the head nor spouse had a domicile (legal residence) in DCHA's jurisdiction at the date of their initial application for assistance unless the receiving and initial HA agree to allow the move.

2. If the family is in violation of a family obligation.

3. If the family owes money to DCHA.

Outgoing Portability Procedures

DCHA will provide pre-portability counseling for those families who express an interest in portability.

DCHA will:

Notify the Receiving HA that the family wishes to relocate into its jurisdiction.

Advise the family how to contact and request assistance from the receiving HA.

Notify the receiving HA that the family will be moving into its jurisdiction.

Provide the following documents and information to the Receiving HA:

1. Information on the HUD portability form, including a copy of the family's Certificate or Voucher with issue and expiration dates and formal recognition of the family's ability to move under portability.

2. The most recent HUD 50058 form and verifications.

Payment to the Receiving HA

DCHA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment and 80% of the Administrative Fee (at the initial HA's rate).

Claims

DCHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. DCHA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Payment Agreement, and the Receiving HA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HA's will be required to submit hearing determinations to DCHA within [30] days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

DCHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portability" Voucher by DCHA with the same start date. DCHA may grant extensions in accordance with this Administrative Plan.

DCHA will absorb incoming Vouchers in cases where the Initial HA absorbs an equal number of DCHA's outgoing Vouchers.

When DCHA does not absorb the incoming Vouchers, it will administer the Initial HA's Voucher and DCHA's policies will prevail.

DCHA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition, which would change the Voucher size, DCHA will change to the proper size based on its own Subsidy Standards.

DCHA will decide whether to extend the "Portability Voucher" and for what period of time. However, if the Family decides not to lease-up in the HA's jurisdiction, the Family must request an extension from the Initial HA.

Income and TTP of Incoming Portables

As receiving HA, DCHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 90 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of DCHA, the family will not be denied assistance unless the family is an applicant and over the Very-Low Income Limit.

If the family's income is such that a zero dollar subsidy amount is determined prior to lease-up in DCHA's jurisdiction, DCHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families.

When the Family submits a Request for Tenancy Approval, it will be processed using DCHA's policies. If the Family does not submit a Request for Approval of Tenancy or does not execute a lease, the Initial HA will be notified within 30 days by the DCHA.
If the Family is successful is securing housing, DCHA will notify the Initial HA within 30 days, and the billing process will commence.

If DCHA denies assistance to the family, DCHA will notify the Initial HA within 30 days and the family will be offered a review or hearing.

DCHA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

Regular Program Functions

DCHA will perform all program functions applicable to the tenant-based assistance program, such as:

Annual reexaminations of family income and composition.

Annual inspection of the unit; and
Interim Examinations when requested or deemed necessary by the HA

Terminations

DCHA will notify the Initial HA in writing of any termination of assistance within 30 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by DCHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies DCHA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the HA will terminate assistance to the family.

Required Documents
As Receiving HA, DCHA will require the documents listed on the HUD Portability Billing Form from the Initial HA.

Billing Procedures

As Receiving HA, DCHA will bill the Initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees. DCHA will bill 100% of the Housing Assistance Payment, and 80% of the Administrative Fee (at the Initial HA's rate) for each "Portability" Certificate/Voucher leased as of the first day of the month.

DCHA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify DCHA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS
[24 CFR 982.311, 982.314]

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and DCHA that defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by DCHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and DCHA may be terminated by DCHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by DCHA to the owner after the month in which the Contract is terminated. The owner must reimburse DCHA for any subsidies paid by DCHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

Family termination of the lease must be made in accordance with the terms of the lease.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner is required, under the lease to provide proper notice as stated in the lease using the notice procedures in the HUD regulations and State/local law. The owner must provide DCHA with a copy of the eviction notice.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

1. Serious or repeated violations of the lease; including but not limited to failure to pay rent or other amounts due under the lease, or repeated violations of the terms and conditions of the lease;

2. Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises;

3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.

4. Any drug-related criminal activity on or near the premises.

5. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

6. Other good cause.

7. During the initial term of the lease, the owner may not terminate the tenancy for "Other good cause" unless the owner is terminating the tenancy because of something the family or failed to do (see 982.310)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The eviction notice must specify the cause for the eviction.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, DCHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

DCHA will continue housing assistance payments until the family moves or is evicted from the unit.

DCHA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from DCHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if DCHA has no other grounds for termination of assistance, DCHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY HA (DCHA)
[24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The HAP contract terminates when the lease terminates, when DCHA terminates program assistance for the family, and when the owner has breached the HAP contract.
(See "Owner Disapproval and Restriction" chapter)

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

When DCHA terminates the HAP contract under the violation of HQS space standards, DCHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which DCHA gives such notice to the owners.

E. PROPOSED ACTION TO BE TAKEN IN THE EVENT OF FUNDING SHORTFALLS

Based on the amount of funding DCHA recives from HUD, it may be necessary to execute the following, in this order:

- Delay the issuance of Utility reimbursements.
- Terminate the Housing Assistance Payments Contract where the Housing Assistance Payments portion is less than $100.00.
- Terminate HAP contracts where the family has no income.
- Terminate HAP contracts using the concept last on first off.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

[24 CRF 5.902, 5.902,5.903,5.905,982.4,982.54,982.552,982.553]

INTRODUCTION

DCHA may deny or terminate assistance for a family because of the family's action or failure to act. DCHA will provide families with a written description of the Family Obligations under the program; the grounds under which DCHA can deny or terminate assistance and DCHA's informal hearing procedures. This Chapter describes when DCHA is required to deny or terminate assistance, and DCHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, DCHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

Mandatory Denial and Termination [24 CFR 982.54(d), 982.552(b), 982.553(a), 982.553(b)]

DCHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 days have elapsed since the DCHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

DCHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

DCHA must deny admission to the program for applicants, and terminate assistance for program participants if the DCHA determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the PHA's established standards.

DCHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the DCHA's established standards.

DCHA must deny admission to an applicant if the DCHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender

registration program. See section B of this chapter for the DCHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

DCHA must terminate program assistance for a family evicted from housing under the program for serious violation of the lease.

DCHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

DCHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

DCHA will deny the issuance of a Housing Choice Voucher to families when the family owes the owner money and wish to move. The owner and tenant may execute A reimbursement agreement as long as the debt is paid within 12 months.

Grounds for Denial or Termination of Assistance

DCHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

The family violates the terms and conditions of the eligibility requirements and family obligations of a targeted funding- Housing Choice Voucher.

The family violates any family obligation under the program as listed in 24 CFR 982.551.

Any member of the family has ever been evicted from public housing. Should any member of the family commit drug-related criminal activity, or violent criminal activity.

If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to DCHA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family breaches an agreement with DCHA to pay amounts owed to DCHA, or amounts paid to an owner by an DCHA.

If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

The family has engaged in or threatened abusive or violent behavior toward DCHA personnel.

"Abusive or violent behavior towards DCHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

If members of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents.

Crime by Family Member.

Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

Family Self Sufficiency (FSS)

DCHA may terminate assistance to FSS families who fail to comply with the FSS Contract of Participation.

B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose:

All federally assisted housing is intended to provide a place to live and raise families, not to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of DCHA to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants from threats to their personal and family safety

* Support parental efforts to instill values of personal responsibility and hard work

* Help maintain an environment where children can live safely, learn and grow up to be productive citizens

* Assist families in their vocational/educational goals in the pursuit of self-sufficiency

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected groups.

*To the maximum extent possible, DCHA will involve other community and governmental entities in the promotion and enforcement of this policy.

Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24CFR 982, Subpart L and CFR Part 5, Subpart J, DCHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

HUD Definitions

Covered person, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Drug means a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).

Drug related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.

Guest, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

Household, for the purposes of 24 CFR part982, and this chapter, means the family and DCHA approved live-in aide.
Other person under the tenant's control, for the purposes of the definition ofcovered person and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the

activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for a legitimate commercial purpose is not under the tenant's control.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage.

Standard for Violation

DCHA will deny participation in the program to applicants and terminate assistance to participants in cases where DCHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where DCHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

"Engaged in or engaging in" violent criminal activity means any act within the past three years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or to be reasonable likely to cause, serious bodily injury or property damage, which did or did not result in the arrest and/or conviction of the applicant, participant, or household member.

The activity is being engaged in by any family member.

The existence of the above-reference behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, DCHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility for admission if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three year period beginning on the date of the eviction.

Denial of Assistance for Sex Offenders

DCHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening

applicants, DCHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

Termination of Assistance for Participants

Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:

Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) requires DCHA to establish standards for termination of assistance when this family obligation is violated. DCHA has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:

arrested/convicted/evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three years prior to the date of the notice to terminate assistance.

*If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, DCHA will terminate assistance.

*In appropriate cases, DCHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the perpetrator is a minor, DCHA may consider individual circumstances with the advice of Juvenile Court officials.

*DCHA will waive the requirement regarding drug-related criminal activity if:
*The person demonstrates successful completion of a credible rehabilitation program approved by DCHA, or

*The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

Terminating Assistance for Alcohol Abuse by Household Members

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if DCHA determines

that a member of the Household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

*Assistance will be terminated if a household member is arrested/convicted/or incarcerated for any alcohol-related criminal activity on or near the premises within any twelve-month period.

*In appropriate cases, DCHA may permit the family to continue receiving assistance provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, DCHA may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where DCHA decides to terminate assistance to the family, DCHA must give the family written notice that states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date a request for an informal hearing must be received by DCHA.

If DCHA proposes to terminate assistance for criminal activity as shown by a criminal record, DCHA will provide the subject of the record and the tenant with a copy of the criminal record.

DCHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing that the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

DCHA will terminate assistance for criminal activity by a household member, as described in this chapter, if DCHA determines, based on a preponderance of the evidence that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

DCHA will pursue fact-finding efforts as needed to obtain credible evidence.

DCHA may terminate assistance for criminal activity by a household member under this section if DCHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Confidentiality of Criminal Records

DCHA will ensure that any criminal record received is maintained confidentially not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

*Misuse of the above information by any employee may be grounds for termination of employment. Legal penalties for misuses are contained in Pennsylvania codes.

*If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

C. FAMILY OBLIGATIONS [24 CFR 982.551]

The family must supply any information that DCHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by DCHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family must allow DCHA to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violations of the lease.

The family must notify the owner and, at the same time, notify DCHA before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give DCHA a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by DCHA, the family must promptly inform DCHA of the birth, adoption or court-awarded custody of a child. The family must request DCHA approval to add any other family member as an occupant of the unit.

The family must promptly notify DCHA if any family member no longer resides in the unit.

If DCHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or DCHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by DCHA to verify that the family is living in the unit, or relating to family absence from the unit, including any DCHA requested information or certification on the purposes of family absences. The family must cooperate with DCHA for this purpose. The family must promptly notify DCHA of absence from the unit.

The family must not own or have any interest in the unit.

The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. An assisted family or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, DCHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. DCHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. DCHA may also review the family's more recent history and record of compliance and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

DCHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. DCHA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means within 14 days unless specifically stated otherwise. Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The inspector and or supervisor will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by Section 8 Director or the Assisted Housing Programs Manager.

Lease Violations

The following criteria may be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

Should owner terminate tenancy through court action for serious or repeated violation of the lease?

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and DCHA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, that has been verified by DCHA.

Notification of Eviction

If the family requests assistance to move and they did not notify DCHA of an eviction within 14days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

DCHA will deny a family's request to add additional family members who are:

Persons who were been evicted from public housing.

Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations.

Persons who were a part of a family where assistance was been terminated under the Voucher program.

Persons, who commit drug-related criminal activity or violent criminal activity.

Persons, who commit fraud bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons, who currently owe rent or other amounts to DCHA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

Persons, who have engaged in or threatened abusive or violent behavior toward DCHA personnel.

Families are required to notify DCHA if any family member leaves the assisted household. When the family notifies DCHA, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

Limitation on Profit-making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business that is not available for sleeping, it will be considered a violation.

If DCHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If DCHA determines the business is not legal, it will be considered a program violation.

The owner may not reside in the assisted unit regardless of whether (s) he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud

In each case, DCHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. DCHA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.
When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, DCHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. DCHA will then verify eligible status, deny, terminate, or prorate as applicable.

DCHA will deny or terminate assistance based on the submission of false information or misrepresentation.

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with DCHA either after the INS appeal or in lieu of the INS appeal.

After DCHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO ($0) ASSISTANCE TENANTS

DCHA has no liability for unpaid rent or damages, and the family may remain in the unit at zero dollar assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day time frame, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, DCHA will resume assistance payments for the family.
In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION
[24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused DCHA to overpay assistance, DCHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses DCHA in full.

G. MISREPRESENTATION IN COLLUSION WITH OWNER
[24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, DCHA will deny or terminate assistance.

In making this determination, DCHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES
[24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for DCHA to fulfill its responsibilities. DCHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow DCHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying DCHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow DCHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions
Verification Procedures
Voucher Issuance and Briefings
Housing Quality Standards and Inspections
Recertifications
Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:
Medical emergency
Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given [1] opportunity before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

The termination will be rescinded after the family cures the breach.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION [24 CFR 9.82.54, 982.306, 982.453]

INTRODUCTION

It is the policy of DCHA to recruit owners to participate in the Voucher program. DCHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of DCHA. The regulations define when DCHA must disallow an owner participation in the program, and they provide DCHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

DCHA will disapprove the owner for the following reasons:

HUD or other agency directly related to HUD has informed DCHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed DCHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed DCHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. DCHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and tenant bear the same last name, DCHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligations to maintain the unit to HQS, including any standards DCHA has adopted in this policy.

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug related criminal activity or any violent criminal activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal Housing Programs.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other Federally Assisted Housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents of employees of DCHA, or of owner employees or other persons engaged in management of the housing;

Threatens the health and safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

Is Drug-related criminal activity or violent criminal activity.

The owner has not paid State or local real estate taxes, fines or assessments.

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, DCHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. DCHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner DCHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. CHANGE IN OWNERSHIP:

DCHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title recorded deed and the Employee Identification Number or Social Security number of the new owner.

If the owner does not want an assignment of the contract, DCHA will terminate the HAP contract with the old owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

A change in ownership may require execution of a new contract.

Chapter 17

OWNER OR FAMILY DEBTS TO THE HA
[24 CFR 982.552]

INTRODUCTION

This Chapter describes DCHA's policies for the recovery of monies that have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is DCHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support DCHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to DCHA, DCHA will make every effort to collect it. DCHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments
Civil suits
Payment agreements
Abatements
Reductions in HAP to owner
Collection agencies
Credit bureaus

A. PAYMENT AGREEMENT FOR FAMILIES
[24 CFR 982.552 (b)(c)(6-8)(v-viii)]

A Payment Agreement as used in this Plan is a document entered into between DCHA and a person who owes a debt to DCHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to DCHA upon default of the agreement.

The maximum length of time DCHA will enter into a payment agreement with a family is 24 months.

Payment Schedule for Monies Owed to DCHA

Initial Payment Due (% of Total Amount)	Amount Owed	Maximum Term
[30%]	0 - $500	3 - 12 months
[30%]	$501 - $1,000	12 - 18 months
[30%]	$1,001 - $2,500	18 - 24 months

There are some circumstances in which DCHA will not enter into a payment agreement. They are:

If the family already has a Payment Agreement in place

If a family owes money to DCHA for claims paid to an owner:

The HA will enter into a Payment Agreement.

A payment will be considered to be in arrears if:

The payment is not received by the close of the business day [5] days after the due date.

If the family's payment agreement is in arrears, DCHA will:

Require the family to pay the balance in full
Pursue civil collection of the balance due
Terminate the housing assistance
Grant an extension of [30] days

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

The family will be permitted to move.

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

If the family pays the past due amount, they will be permitted to move.

C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting
Families who owe money to DCHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

Program Fraud
Families who owe money to DCHA due to program fraud will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

If a family owes an amount that equals or exceeds [$5,000.] as a result of program fraud, the case may be referred to the Inspector General. Where appropriate, DCHA will refer the case for criminal prosecution.

D. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(b)(8)]

Payment Agreements will be executed between DCHA and the head of household/co-head only/head of household and spouse.

A Payment Agreement will be considered to be in default when it is in arrears for 2 months.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the [Assisted Housing Programs Manager or Section 8 Director].

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to DCHA:
DCHA will not enter into more than one Payment Agreement with the family.
Additional amounts owed by the family will be added to the existing payment agreement.

E. OWNER DEBTS TO THE HA [24 CFR 982.453(b)]

If DCHA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, DCHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, DCHA may:
Require the owner to pay the amount in full within [30] days.
Enter into a Payment Agreement with the owner for the amount owed.
Pursue collections through the local court system.
Restrict the owner from future participation.

F. WRITING OFF DEBTS

Debts will be written off if, the debtor's whereabouts are unknown and the debt is more than two years old or if the debtor is deceased. Chapter 19

CHAPTER 18
COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of DCHA. This Chapter describes the policies, procedures and standards to be used when families disagree with DCHA'S decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of DCHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

DCHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. DCHA does not require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of DCHA or owner.

2. Complaints from owners: If an owner disagrees with an action or inaction of DCHA or a family.

3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.

5 Complaints from the general public: Complaints or referrals from persons in the community in regard to DCHA, a family or an owner.

The HA hearing procedures will be provided to families in the briefing packet.
All complaints will be referred to the Section 8 Director or the Director of Admissions, Compliance & Special Programs.

B. PREFERENCE DENIALS

When DCHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with DCHA staff to discuss the reasons for the denial and to dispute DCHA's decision.
The person who conducts the meeting must be at or above the level of the Director of Section 8.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS
[24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When DCHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:
The reason(s) they are ineligible,
The procedure for requesting a review if the applicant does not agree with the decision and
The time limit for requesting a review.

DCHA must provide applicants with the opportunity for an Informal Review of decisions denying:
Listing on the HA's waiting list
Issuance of a Voucher
Participation in the program
Informal Reviews are not required for established policies and procedures and DCHA determinations such as:

1. Discretionary administrative determinations by DCHA
2. General policy issues or class grievances
3. A determination of the family unit size under DCHA'S subsidy standards
4. Refusal to extend or suspend a Voucher
5. Disapproval of lease
6. Determination that unit is not in compliance with HQS

7. Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, no later than 5 days from the date of DCHA's notification of denial of assistance. The informal review will be scheduled within 30 days from the date the request is received.

The person who made or approved the decision under review, nor a subordinate of such person may not conduct the Informal Review.

The applicant will be given the option of presenting oral or written objections to the decision. Both DCHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within [30]

days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d) 13)]

When DCHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. DCHA will give the family prompt notice of such determinations that will include:
The proposed action or decision of DCHA;
The date the proposed action or decision will take place;
The family's right to an explanation of the basis for DCHA's decision.
The procedure for requesting a hearing if the family disputes the action or decision;
The time limit for requesting the hearing.

DCHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following DCHA'S determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment
2. Appropriate utility allowance used from schedule
3. Family unit size determination under HA subsidy standards
4. Determination that the Voucher program family is under occupied in their current unit and a request for exception is denied
5. Determination to terminate assistance for any reason.
6. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

DCHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and DCHA determinations such as:

1. Discretionary administrative determinations by DCHA
2. General policy issues or class grievances
3. Establishment of DCHA'S schedule of utility allowances for families in the program

4. DCHA'S determination not to approve an extension or suspension of a voucher term
5. DCHA'S determination not to approve a unit or lease
6. DCHA'S determination that an assisted unit is not in compliance with HQS

(DCHA must provide hearing for family breach of HQS because that is a family obligation determination)

7. DCHA'S determination that the unit is not in accordance with HQS because of the family size
8. DCHA'S determination to exercise or not exercise any right or remedy against the owner under a HAP contract
9. DCHA's determination to terminate assistance based on a tenant's non-compliance with targeted funding program rules.

Notification of Hearing

It is DCHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, DCHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When DCHA receives a request for an informal hearing, a hearing shall be scheduled within 30 days. The notification of hearing will contain:

1. The date and time of the hearing
2. The location where the hearing will be held
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense
4. The right to view any documents or evidence in the possession of DCHA upon which DCHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
5. A notice to the family that DCHA will request a copy of any documents or evidence the family will use at the hearing.

DCHA's Hearing Procedures

If the family does not appear at the scheduled time, and did not make arrangements in advance, the DCHA will automatically terminate assistance.

Families have the right to:

Present written or oral objections to DCHA's determination.

Examine the documents in the file that are the basis for DCHA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that DCHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at his or her own expense.

In addition to other rights contained in this Chapter, DCHA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by DCHA who is neither the person who made or approved the decision, nor a subordinate of that person. DCHA appoints:

The Assistant Executive Director or Executive Director

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the DCHA shall take effect and another hearing may not be granted.

The Hearing Officer will determine whether the action, inaction or decision of DCHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to DCHA and the family within 30 days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed;

The date the decision goes into effect.

DCHA is not bound by hearing decisions:
Which concern matters in which the DCHA is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.
DCHA shall send a letter to the participant if it determines DCHA is not bound by the Hearing Officer's determination within 30 days. The letter shall include the DCHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while DCHA'S hearing is pending but assistance to an applicant may be delayed pending DCHA'S hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, DCHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with DCHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the DCHA a copy of the appeal and proof of mailing or DCHA may proceed to deny or terminate. The time period to request an appeal may be extended by DCHA for good cause.

The request for a DCHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the DCHA will:

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, DCHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or DCHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Examples of mitigating circumstances are:
A person with a cognitive disorder may not have understood the requirement to report increases in income,

A person may not understand the need to make regular repayments on a promissory note,

Minor criminal records for public drunkenness may be due to medication; prior incarcerations.

Chapter 19

SPECIAL HOUSING TYPES
[24 CFR 982.601]

INTRODUCTION

DCHA will permit the use of shared housing in its program only if the applicant/participate can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

Verification of Need for Reasonable Accommodation

An example of acceptable documentation as verification of the need for reasonable accommodation would be a letter to the HA describing how the special housing type requested provides the accommodation that the person is in need of. The request and documentation will be reviewed by the Director of Admissions or Section 8 Director and a written response stating approval or disapproval will be sent to the applicant/participant within 30 days of receipt of the request.

A. SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

DCHA may approve a live-in aide to reside with a family in order to care for a person with a disability. DCHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with DCHA. However, housing assistance may not be paid on behalf of an owner. DCHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

Maximum Subsidy

For a family that resides in a Shared Housing unit the Payment Standard is the lower of the payment standard amount on the HA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the HA payment standard for the shared housing unit size.

If DCHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

DCHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

B. MANUFACTURED HOMES [24 CFR 982.620]

DCHA will permit a family to lease a manufactured home and space with assistance under the program. DCHA will not provide assistance for a family that owns the manufactured home and leases only the space.

DCHA may approve a live-in aide to reside with a family to care for a person with disabilities. DCHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If DCHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

C. HOMEOWNERSHIP [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

DCHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

DCHA may make homeownership available to all who qualify or restrict homeownership to families or purposes defined by DCHA. DCHA may also limit the number of families assisted with homeownership.

DCHA will offer the homeownership option to participating families who meet the eligibility requirements.

Eligibility Requirements [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

The family must be eligible for the Housing Choice Voucher program.

The family must qualify as a first-time homeowner, or may be a co-operative member.

The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement.

The family must meet the Federal minimum employment requirement.

At least one adult family member who will own the home must be currently employed full time and must have continuously employed for one year prior to homeownership assistance.

HUD regulations define “full time employment” as not less than an average of 30 hours per week.

The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.
DCHA will impose the following additional initial requirements:

The family has had no family-caused violations of HUD's Housing Quality standards within the last 1 year.

The family is not within the initial 1-year period of a HAP Contract. However, families that are assisted under the housing act of 1937 are exempt from the 1-year period of the HAP contract.

The family has not committed any serious or repeated violations of a DCHA assisted lease within the past [1 year].

Preference will be given to Families enrolled in DCHA's Family Self Sufficiency Programs.

Homeownership Counseling Requirements [24 CFR 982.630]

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. Such counseling shall be consistent with HUD-approved counseling.

The following topics will be included in the homeownership counseling sessions:

Budgeting and money management;
Credit counseling

Eligible Units [24 CFR 982.628]

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements. The unit may not be of any of the following:

A public housing or Indian housing unit;

A unit receiving Section 8 project-based assistance;

A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;

A college or other school dormitory;

The home must not be on the grounds of penal, reformatory, medical, mental or similar public or private institutions.

The unit already existed or was under construction at the time the family was determined

eligible for homeownership assistance.

The unit is a one-unit property or a single dwelling unit in a cooperative or condominium.

The unit has been inspected by the PHA and by an independent inspector designated by the family.

The unit meets HUD Housing Quality Standards.

DCHA will not approve the seller of the unit if DCHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

DCHA Search and Purchase Requirements [24 CFR 982.629]

The family's deadline date for locating a home to purchase will be 6 months from the date the family's eligibility for the homeownership option is determined.

The family must obtain financing for the home within 6 months of the date eligibility for the homeownership program is determined/locating a home to purchase.

DCHA will require periodic reports on the family's progress in finding and purchasing a home.

If the family is unable to purchase a home within the maximum time limit, the DCHA will issue the family a voucher to lease a unit.

Inspection and Contract [24 CFR 982.631]

The unit must meet Housing Quality Standards and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

Foundation and structure;

Housing interior and exterior;

Roofing;

Plumbing, electrical and heating systems

The independent inspector must not be a DCHA employee or contractor. DCHA will not require the family to use an independent inspector selected by DCHA, but DCHA has

established the following standards for qualification of inspectors selected by the family.

DCHA requires independent inspectors must be members in good standing of the American Society of Home Inspectors and perform ASHI certified inspections)

Copies of the independent inspection report will be provided to the family and DCHA. Based on the information in this report, the family and DCHA will determine whether any pre purchase repairs are necessary.

DCHA may disapprove the unit for homeownership assistance because of information in the report.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to DCHA. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;

Provide that the purchaser is not obligated to pay for necessary repairs; and

Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

Financing [24 CFR 982.632]

The family is responsible for securing financing. DCHA has established financing requirements, listed below, and may disapprove proposed financing if DCHA determines that the debt is unaffordable.

DCHA requires a minimum cash down payment of 1% of the purchase price to be paid from the family's own resources. The minimum cash down payment may be less than $1,000.00 if the Family is participating in a first time homebuyers or below market interest rate mortgage program approved by DCHA. DCHA must determine that the financing is affordable to the family.

Continued Assistance [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

The family must comply with the terms of the mortgage securing debt incurred to purchase the home or any refinancing of such debt.

The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).

The family must supply information to the DCHA or HUD as specified in CFR 982.551

The family must further supply any information required by the DCHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home or homeownership expenses.

The family must notify the DCHA before moving out of the home.

The family must notify the DCHA if the family defaults on the mortgage used to purchase the home.

No family member may have any ownership interest in any other residential property.

The family must attend and complete ongoing homeownership counseling.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

Maximum Term of Homeownership Assistance [24 CFR 982.634

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

15 years, if the initial mortgage term is 20 years or longer, or

10 years in all other cases.

The elderly exception only applies if the family is qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced.

However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

If the family receives homeownership assistance for different homes, or from different PHA's, the total is subject to the maximum term limitations.

Homeownership Assistance Payments and Homeownership Expenses [24 CFR 982.635]
The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the DCHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program.

DCHA will pay the homeownership assistance payment to a lender approved by DCHA on behalf of the family.

Some homeownership expenses are allowances or standards determined by DCHA in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

Principal and interest on mortgage debt

Mortgage insurance premium

Taxes and insurance

DCHA's utility allowance used for the voucher program

DCHA's allowance for routine maintenance costs

DCHA's allowance for major repairs and replacements

Principal and interest on debt for improvements

Portability [24 CFR 982.636, 982.353(b) and (c), 982.553]

Subject to the restrictions on portability included in HUD regulations the family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families.

The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The receiving PHA arranges for housing counseling and the receiving PHA's homeownership policies apply.

Moving With Continued Assistance [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

DCHA will deny permission to move with continued rental or homeownership assistance if DCHA determines that it does not have sufficient funding to provide continued assistance.

DCHA will require the family to complete additional homeownership counseling prior to moving to a new unit with continued assistance under the homeownership option.

Denial or Termination of Assistance [24 CFR 982.638]

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher program contained in chapter 15 of the Administrative Plan. However, the provisions of CFR 982.551 (c) through (j) are not applicable to homeownership.

DCHA will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

DCHA will permit such a family to move with continued voucher rental assistance. However, rental assistance will be denied if the family defaulted on an FHA-insured mortgage, and the family fails to demonstrate that:

The family conveyed title to the home as required by HUD, and

The family moved within the period required by HUD.

DCHA will terminate homeownership assistance if the family violates any of the family obligations contained in this section.

DCHA will terminate homeownership assistance if the family violates any of the following obligations:

Transfer or conveyance of ownership of the home;

Providing requested information to DCHA or HUD;

Notifying, the DCHA before moving out of the home.

Recapture of Homeownership Assistance [24 CFR 982.640]

DCHA will comply with CFR 982.640 in recapturing a percentage of the homeownership assistance provided to the family upon sale or refinancing of the home.

Upon purchase of the home, the family shall execute documentation securing DCHA's right to recapture homeownership assistance.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding must securely anchor a manufactured home.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.

ACC Annual Contributions Contract

BR Bedroom

CDBG Community Development Block Grant

CFR Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilations of Federal rules that are first published in the Federal Register and define and implement a statute.

CPI Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.

ELI Extremely Low Income

FDIC Federal Deposit Insurance Corporation

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act - Social Security taxes

FmHA Farmers Home Administration

FMR Fair Market Rent

FY Fiscal Year

FYE Fiscal Year End

GAO Government Accounting Office

GFC Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).

GR Gross Rent

HA Housing Agency

HAP Housing Assistance Payment

HAP Plan Housing Assistance Plan

HCDA Housing and Community Development Act

HQS Housing Quality Standards

HUD The Department of Housing and Urban Development or its designee.

HURRA Housing and Urban/Rural Recovery Act of 1983

IG Inspector General

IGR Independent Group Residence

IPA Independent Public Accountant

IRA Individual Retirement Account

MSA Metropolitan Statistical Area established by the U.S. Census Bureau

PBA	Project Based Assistance
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFAT	Request for Approval of Tenancy
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by
MSA,	Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

ADMINISTRATIVE PLAN. The HUD required written policy of the HA governing its administration of the Section 8 Certificate and Voucher program. The Administrative Plan and any revisions must be approved by the HA's board and a copy submitted to HUD.

ABSORPTION. In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD

and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT. (or applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CERTIFICATE. A Certificate issued by the HA under the pre-merger Rental Certificate Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

COOPERATIVE. A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY. The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members that enable a family member (including the disabled family member) to work.

DISABLED PERSON. A person who is any of the following:

(1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

(2) A person who has a physical, mental, or emotional impairment that:
(i) Is expected to be of long-continued and indefinite duration;
(ii) Substantially impedes his or her ability to live independently; and
(iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY. A family where the head or spouse meets any of the above criteria for disabled person.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the HA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the pre-merger certificate program an initial rent (contract rent plus any utility allowance) in excess of the published FMR.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register.

FAMILY. "Family" includes but is not limited:
(a) An Elderly Family or Single Person as defined in 24 CFR 5.403(b),
(b) The remaining member of a tenant family, and
(c) A Displaced Person

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

1. The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The size of the Certificate or Voucher issued to the family based on the HA's subsidy standards.

FMR/EXCEPTION RENT LIMIT. The fair market rent published by HUD headquarters or any exception rent. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the HA may adopt a payment standard up to the FMR/exception rent limit.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

FUNDING INCREMENT. Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

GROUP HOME. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by an HA. The total assistance payment consists of:

(1) A payment to the owner for rent to owner under the family's lease.

(2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between an HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

INITIAL HA. In portability, the term refers to both:

(1) An HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and

(2) An HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

(1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or

(2) By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION. The area in which the HA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low-income family that included six or more minors. This term is no longer used.

LEASE.
(1) A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA
(2) In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the HA.

LEASE ADDENDUM. See Tenancy Addendum.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:
(1) Is determined to be essential to the care and well being of the person.
(2) Is not obligated for the support of the person.
(3) Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the HA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Voucher holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

MONTHLY-ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A family that has been admitted to the HA's certificate program or voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD. In a voucher or over-FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the HA sets a payment standard in the range from 80 to 100 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR 8.2.

PHA PLAN. The Annual plan and the 5 year plan as adopted by the HA and approved by HUD in accordance with 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROGRAM. The Section 8 Tenant Based assistance program under this part.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). PHA includes any state, county, municipality, or other governmental entity or public body authorized to administer the programs. (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):
Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administer the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged:
(1) For comparable units in the private unassisted market; and
(2) For comparable unassisted units in the premises.

RECEIVING HA. In portability: An HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a certificate or voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertification's.

REGULAR TENANCY. In the pre-merger Certificate program: A tenancy other than an over-FMR tenancy.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area")

RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless a Public Housing Agency owns the project;
6. A Public Housing Project.

SUBSIDY STANDARDS. Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. HUD defines substandard housing for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the HA, from the time when the family submits a request for HA approval to lease a unit, until the time when the HA approves or denies the request.

TENANCY ADDENDUM. In the lease between the tenant and the owner, the lease language required by HUD.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable by the family as rent to the owner (Section 8 owner or PHA in public housing.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS. (For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family that included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM. The housing choice voucher program.

WAITING LIST ADMISSION. An admission from the HA waiting list.

WAITING LIST. A list of families organized according to HUD regulations and HA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

WELFARE RENT. This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

(1) If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

(2) If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents that must be submitted to evidence citizenship or eligible immigration status.

HA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.
PHA. A housing authority that operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the HA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a

common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "Co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

SPECIAL NEEDS POPULTION: INCLUDES THE MENTALLY AND PHYSICALLY HANDICAPPED/DISABLED, PERSONS WITH HIV AND AIDS, THE HOMELESS, PERSONS IN DRUG AND ALCOHOL TREATMENT PROGRAMS AND VICTIMS OF DOMESTIC VIOLENCE.

PROGRAM INTEGRITY ADDENDUM
[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the HA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the HA undertake an inquiry or an audit of a participating family arbitrarily. The HA's expectation is that participating families will comply with HUD requirements, provisions of the certificate or voucher, and other program rules. The HA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA' s attention, to investigate such claims.

The HA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. The HA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

2. Internal File Review. A follow-up will be made if HA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

3. Verification of Documentation. A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

1. Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

2. Program Orientation Session. Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of a Housing Choice Voucher. .

3. Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

4. Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

C. STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews. : A sample of files will be drawn in an unbiased manner and reviewed by a supervisor or another qualified person other than the person who performed the original work to determine if the work documented in the files or records conforms to program requirements. The number of records to be reviewed will be in compliance with SEMAP requirements.

Assurance that verification of all income and deductions is present.
Changes in reported Social Security Numbers or dates of birth.
Authenticity of file documents.
Review of signatures for consistency with previously signed file documents.
All forms are correctly dated and signed.

2. Observation. The HA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

3. Public Record Bulletins may be reviewed by Management and Staff.

4. State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the HA wherein unreported income sources are disclosed.

When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HA staff will encourage all participating families to report suspected abuse to [Assisted Housing Programs Manger or Section 8 Director]. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The [HA] will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations that contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a client of the HA, we will determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the [Assisted Housing Programs Manager or Section 8 Director] will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.
The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

F. HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office.

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among HA Staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the family.
4. If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance. This category applies when the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.
Failure to return verification in time period specified by the HA.

(a) Warning Notice to the Family. In such cases a notice will be sent to the family that contains the following:

2. Procedural Non-compliance - Overpaid Assistance. When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- A description of the violation and the date(s).

- Any amounts owed to the HA.

- A [14] day response period.

- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

(a) Participant Fails to Comply with HA's Notice. If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance.

(b) Participant Complies with HA's Notice. When a family complies the HA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. Intentional Misrepresentations. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by DCHA, DCHA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

(a) An admission by the participant of the misrepresentation.

(b) That the act was done repeatedly.

(c) If a false name or Social Security Number was used.

(d) If there were admissions to others of the illegal action or omission.

(e) That the participant omitted material facts that were known to him/her (e.g., employment of self or other household member).

(f) That the participant falsified, forged or altered documents.

(g) That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: If DCHA has established criminal intent, and the case meets the criteria for prosecution, DCHA will:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Refer the case to HUD's RIGI, and terminate rental assistance.

(b) Administrative Remedies: DCHA will: Terminate assistance and demand payment of restitution in full.

DELAWARE COUNTY HOUSING AUTHORITY
2005 PHA PLAN
RESIDENT ADVISORY BOARD
MEETING MINUTES

NOVEMBER 9, 2004
3:00 P.M.

PRESENT FROM DCHA:

LAWRENCE E. HARTLEY, MAUREEN C. DONEGAN,
PAMELA R. HAINES, LAURA D. BLACKBURN, JANICE M. ROBERTS,
DENNIS C. DECKER, THOMAS M. MALLON,
CHRISTINE M. BUTAKIS, JOHN P. PARENTE, PATRICIA R. NEWELL,
JACQUELINE E. SOP, JOSEPH V. FACCIOLO, GLORIA J. ERB
AND BERNITTA JOHNSON

PRESENT FROM RESIDENT ADVISORY BOARD:

DAWN FASSETT	**CALCON GARDENS**
SHAMEKA GIBSON	**UPLAND**
DONNA GRAY	**UPLAND**
SHAUN JOHNSON	**SECTION 8**
RUTH MATHUES	**KINDER PARK MID-RISE**
PRISCILLA MOONEY	**KINDER PARK MID-RISE**
FRANK CATHCART	**KINDER PARK MID-RISE**
BRIG BRIDGES	**KINDER PARK MID-RISE**
DEE MULLENIX	**KINDER PARK HOMES**
MELISSA MOZITIS	**KINDER PARK HOMES**
MARY LOU SCHELL	**HIGHLAND HOMES**

Mr. Hartley went over the changes to the PHA Plan template as follows:

Page 4 - Added the statement to define a significant change to the PHA Plan template.

Page 6 - Section on Elderly and Disabled programs has been updated.

Page 30 - Section added on Family Saving Accounts.

Page 35 - Went over the list of Attachments

Capital Fund Table - Shows how DCHA anticipates spending the Capital fund money over the next 5 years.

Mr. Hartley turned the meeting over to the Directors to discuss changes to the policies for which they are responsible.

Mrs. Roberts went over the changes to her policies as follows:

Admission and Continued Participation Policy – made a change to state that we will not do interim changes unless there is an increase of $200 or more per month.

Residential Dwelling Lease – Most of DCHA's leases have been combined into one with check box for each development.

Admission and Occupancy Policy – A detailed section was added on unemployment compensation and Social Security charges for verifications.

Mrs. Blackburn went over the following items that were added to the Section 8 Administrative Plan.

- Up front Income Verification (UIV) procedures. (Mr. Hartley explained to RAB what UIV is.)
- Income inclusions and exclusions
- What forms of documents DCHA will accept
- How we identify if someone is working

Ms. Johnson went over changes to the Community Center Policy. She stated that the Guidelines attached to each Community's policy should be adjusted to their community. If anyone has changes on questions on this they can give her a call.

Mr. Facciolo reported on the Section 8 Homeownership Program. He stated that we have seven candidates right now who are in the counseling stage right now. He reported that this program is progressing very well.

Resident Organization Items

Ms. Johnson stated that we have a couple of dates given to us byNAHRO to conduct the Resident Organization Leadership training. All who are interested should contact Bernitta as soon as possible to set this up.

Ms. Johnson stated that she thought it might be a good idea to issue ID cards in each housing community. If anyone has any additional thoughts on this they should let her know.

Comments/questions from Resident Advisory Board

Ms. Schell asked if the programs offered to the elderly and disabled population could be offered in their community. Mr. Hartley stated that she should contact Emma Santiago about these programs.

Ms. Fassett asked why the homes were inspected so much during the year. Mr. Hartley stated that in our new communities we have private investors and they have a right to inspect the units to make sure that their investment is in good shape. DCHA inspects each unit twice a year and we also inspect after maintenance has made repairs to items that caused an HQS failure.

Attachment: pa023g01

The following is Delaware County Housing Authority's (DCHA) follow-up plan regarding the customer service and satisfaction survey results.

Communication

The questions scoring the lowest thought that management did not provide information about maintenance and repairs and that management was not responsive to the residents' questions and concerns.

DCHA has and will continue to send letters and flyers regarding any maintenance and repairs in our communities. We will also respond, in a timelier manner, to the residents' questions and concerns. Several of our communities are in the process of electing new officers for their Resident Organizations. We hope that this will also help in our communicating with the residents. We have published a quarterly newsletter that is sent to all of our residents in our communities giving them up to date information about what DCHA is doing or planning to do in the future.

Neighborhood Appearance

The questions scoring the lowest were addressing upkeep in parking areas, recreation areas, and problems with noise.

DCHA will continue to meet with the different community Resident Organization's Officers and residents to address these concerns. Between our own maintenance employees and community service people, the communities are cleaned on a daily/weekly basis. We have had very little participation from the community residents. We will continue to pursue our maintenance efforts along with more community service participation. Hopefully with the new Resident Organization officers in some of our communities we can get better resident participation. The recreational areas in our communities have been inspected and suggestions were made to correct the broken equipment. We will also meet with the Resident Organization officers on a regular basis for their input concerning the recreation areas. The directors from Maintenance and Housing will also continue to meet regularly to develop a plan to address all of the concerns and problems during the calendar year 2005.

Safety Issues

The questions that scored below the National Average in regards to safety issues were how safe you feel in your home, building and/or parking area. There were also concerns about resident screening, bad lighting, and broken locks.

DCHA as adopted a strict policy in 2005, to do criminal background checks on a national level of all prospective tenants. This will help to alleviate possible criminals in our developments. Also, all tenants of the age 15 and up will be required to carry a DCHA photo identification to assist the police with their efforts. We have a trespass and barmant resolution in our Kinder Park development and plan to adopt it in our other developments.

In regards to safety issues as a result of bad lighting, our maintenance department will periodically be checking the outside lights in the developments in the evenings and on weekends. Also, in conjunction with our communication efforts, a Maintenance Repair Form will be inserted into the quarterly newsletter that is sent to all of our tenants. It is in an effort to facilitate the reporting of issues that may otherwise go unreported.

DECONCENTRATION POLICY ANALYSIS
SEPTEMBER, 2004

AVERAGE PHA INCOME- $13,839.00

ESTABLISHED INCOME RANGE- $11,763.00- $15,915.00

Development	Status		Average Income
23-4	OK		12,783.00
23-5	EXEMPT		
23-6	ABOVE		19,858.00
23-7	OK		14,167.00
23-8	BELOW		9,802.00
23-11	BELOW		9478.00
23-12	OK	1	3,124.00
23-14	OK		14,903.00
23-28	ABOVE		19,912.00
23-30	OK		2,217.00
23-31	OK		5349.00

DECONCENTRATION POLICY FOR COVERED DEVELOPMENTS

Development Name:	Number of Units	Explanation (if any) [see step 4 at 903.2 (c) (iv)]	Deconcentration policy (if no explanation) [see step 5 at 903.2 (c) (v)]
23-06 Calcon Hook Annex	36	The income characteristics of this development result from the right of original residents to return to the development after revitalization.	
23-8 Upland Terrace	21	The income characteristics of the covered development consist of 17 elderly apartments with fixed incomes.	
23-11 Greenhill Court	46	.	DCHA will skip applicants on the waiting list to select the first eligible applicant that meets the criteria to achieve the goal of deconcentration in the community.
23-28 Darby Homes	15	The covered development is a Home Ownership Program.	

Annual Statement
Capital Fund Program (CFP) Part I: Summary

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	2,000.00
3	1408 Management Improvements	17,500.00
4	1410 Administration	115,000.00
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	35,000.00
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	598,644.00
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	230,000.00
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1499 Mod Used for Development – Pa 23-3, 8, & 9	913,350.00
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	1,911,494.00
21	Amount of line 20 Related to LBP Activities	-0-

22	Amount of line 20 Related to Section 504 Compliance	-0-
23	Amount of line 20 Related to Security	-0-
24	Amount of line 20 Related to Energy Conservation Measures	-0-

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
PHA Wide	Operations	1406	2,000.00
PHA Wide	Staff Training	1408	10,000.00
PHA Wide	Computer Upgrade	1408	5,000.00
PHA Wide	Resident Transportation	1408	2,500.00
PHA Wide	Salaries/Benefits/Manager/Secretary	1410	115,000.00
PHA Wide	Surveys, Legal Fees	1430	25,000.00
PHA Wide	A/E Fees	1430	10,000.00
PA 23-11	Greenhill Court-Soffits/Gutters	1460	150,000.00
PA 23-11	Greenhill Court-Insulate Boilers/ Heat Pumps	1460	300,000.00
PA 23-14	KinderPark CC-Roof Reconstruction	1460	50,000.00
PA 23-14	KinderPark CC-Waterproofing	1460	98,644.00
PHA Wide	Concrete-Tree removal	1470	5,000.00
PA 23-14	Kinder Park-Street resurfacing	1470	225,000.00
PA 23-3, 8 & 9	Mixed Finance – Upland Terrace	1499	913,350.00

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
PHA – WIDE	9-30-07	9-30-09
PA 23-3, 8, & 9 Mixed Finance	9-30-07	9-30-09
Upland Terrace Homes		
PA 23-04 Fairgrounds	9-30-07	9-30-09
PA 23-07 Lincoln Park	9-30-07	9-30-09
PA 23-11 GreenHill Court	9-30-07	9-30-09
PA 23-12 South Media	9-30-07	9-30-09
PA 23-14 Kinder Park	9-30-07	9-30-09

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
	PHA Wide		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Salaries and Benefits – Lump Sum	118,450.00	2006
Computer Upgrade	5,000.00	2006
Staff Training	10,000.00	2006
Resident Transportation	3,000.00	2006
Operations	3,000.00	2006
Fees/Costs	35,000.00	2006
Concrete-Tree Removal	5,000.00	2006
Total estimated cost over next 5 years	**$179,450.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
P 23-04	**Fairgrounds**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Fairgrounds Community Center-AC	50,000.00	2006
Total estimated cost over next 5 years	**50,000.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
	PHA Wide		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Maintenance Garages/Buildings-Demolition/Reconstruction	1,000,000.00	2006
Total estimated cost over next 5 years	**1,000,000.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-07	**Lincoln Park**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Lincoln Park-Total rehabilitation	122,044.00	2006
Total estimated cost over next 5 years	**122,044.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-14	**KinderPark**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
KinderPark CC-Roof Reconstruction	50,000.00	2006
Total estimated cost over next 5 years	**50,000.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-14	**Kinder Park**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Kinder Park-Dryvit-Repairs/Paint	225,000.00	2006
Total estimated cost over next 5 years	**225,000.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-12	**South Media**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
306 Wallingford Ave	285,000.00	2006
Total estimated cost over next 5 years	**285,000.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
	PHA Wide		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Salaries and Benefits	125,000.00	2007
Computer upgrade	5,000.00	2007
Staff training	10,000.00	2007
Resident Transportation	3,000.00	2007
Operations	4,000.00	2007
Fees/Costs	35,000.00	2007
Concrete-Tree Removal	5,000.00	2007
	$187,000.00	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-07	**Lincoln Park**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Total rehabilitation	1,724,494.00	2007
Total estimated cost over next 5 years	**1,724,494.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
	PHA Wide		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Salaries and benefits	128,750.00	2008
Computer upgrade	10,000.00	2008
Staff training	10,000.00	2008
Resident Transportation	3,500.00	2008
Fees/Costs	35,000.00	2008
Concrete-Tree Removal	5,000.00	2008
Operations	5,000.00	2008
	$197,250.00	

Development Number	Development Name (or indicate PHA Wide	Number Vacant Units	% Vacancies in Development
PA 23-07	**Lincoln Park**		

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Total Rehabilitation	853,462.00	2008
Relocation	50,000.00	2008
Total estimated cost over next 5 years	**$903,462.00**	

Development Number	Development Name (or indicate PHA Wide	Number Vacant Units	% Vacancies in Development
PA 23-11	**GreenHill Court**		

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Total Rehabilitation	810,782.00	2008
		2008
Total estimated cost over next 5 years	**$810,782.00**	

Optional 5 Year Action Plan Tables			
Development Number	**Development Name**	**Number Vacant Units**	**% Vacancies in Development**
	PHA Wide		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Salaries, Benefits, Director/Secretary	133,000.00	2009
Computer Upgrade	10,000.00	2009
Staff Training	10,000.00	2009
Resident Transportation	3,500.00	2009
Fees/Costs	35,000.00	2009
Operations	6,000.00	2009
Concrete-Tree Removal	5,000.00	2009
Total estimated cost over next 5 years	**$202,500.00**	

Development Number	Development Name (or indicate PHA Wide	Number Vacant Units	% Vacancies in Development
PA 23-11	**Greenhill Court**		

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Total Rehabilitation	1,658,994.00	2009
Total estimated cost over next 5 years	**$1,658,994.00**	

Development Number	Development Name (or indicate PHA Wide	Number Vacant Units	% Vacancies in Development
PA 23-07	**Lincoln Park**		

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Relocation	50,000.00	2009
Total estimated cost over next 5 years	**$50,000.00**	

Attachment pa023ko1

PROGRESS REPORT ON MISSION AND GOALS

Mission

DCHA continues to provide well maintained housing and has taken action and maintained or improved the quality of life for our clients.

Goal: Expand the supply of assisted housing.

DCHA has expanded the supply of assisted housing during the year 2004 as follows:

DCHA applied for and received the following vouchers.

1. DCHA currently has 42 – SHP – Permanent Housing for Persons with disabilities, substance abuse, dually diagnosed, AIDS, victims of domestic abuse.

2. Applied for 20 Mainstream Vouchers.

4. Implemented the Housing Choice Voucher program on July 12, 2004.

Goal: Improve the Quality of Assisted Housing

The quality of assisted housing has been improved in the following ways:

1. DCHA PHAS Advisory Score 83%
2. DCHA SEMAP Advisory Score 100%
3. DCHA Customer Satisfaction Score – Safety 73.7%
4. Neighborhood Appearance 72.6%
5. Upland Terrace Homes, previously 121 unit development is being replaced by two phases of Low-Income Housing Tax-Credit assisted housing totaling 128 units.

   The first phase, The Mills at Parkview (formally known as Upland Terrace Apartments) involves the demolition of 56 units of severely maintenance-prone existing housing on the western end of the site and replacing it with 51 units of new townhouses, twins and single family homes. The majority of the existing streetscape and infrastructure maintained, but a new alley behind the majority of the units will provide access from the rear of the buildings for off-street parking and a more neo-traditional urban design.

Flooding problems caused by the current poor site grading has been significantly improved by the import of fill and re-grading of the entire site. This development phase will not utilize HUD Capital Funds, but rather will utilize Project Based Section 8 Vouchers as its only HUD subsidy. 20 units of this development have been occupied as of December 31, 2004.

The development funds will be sourced as follows:

PHFA PennHOMES $ 1,302,788

Delaware County HOME and HTF $ 1,900,000

LITC Equity $ 4,775,938

Developer's Fee Reinvested $ 49,468

TOTAL PROJECT COST $ 8,028,195

The project was approved for County financing in June 2002 and was successfully chosen to receive an LITC reservation and PennHOMES funds in September 2002.

Phase Two of the redevelopment, Parkview Homes and Parkview apartments (formerly known as **Pusey Estates Apartments)** and consists of redeveloping the eastern end of the current site. It involved the demolition of the remaining units of the current Project and replacing them with 77 total units of rental housing (including a 28 unit mid-rise 2 story senior building). This development will be supported by ACC subsidy and will involve the use of:

DCHA HUD Capital Funds $ 5,157,146

LITC Equity $7,478,344

TOTAL PROJECT COST $12,635,490

23 units of Parkview Apartments (the two story senior building) have been occupied as of December 31, 2004.

Goal: Increase Assisted Housing Choices

Assisted housing choices are increasing through the following efforts.

1. DCHA applied for 20 Mainstream Vouchers.

2. DCHA continues to promote homeownership through it's FSS and Homeownership Programs and its counseling unit DCHCC. The Housing Choice Voucher Homeownership program was implemented beginning July 12, 2004.

3. A site based waiting list for Calcon Gardens, Highland Homes, The Mills at Parkview, Parkview Homes and Parkview Apartments was implemented

4. 20 of the 77 units of The Mills at Parkview a Project Based Housing Choice Voucher development were occupied.

Goal: Provide an improved living environment.

The community quality of life is being improved through the following efforts.

1. DCHA provides a priority to working families.

2. DCHA continues its Job Bank/Career Center activities to eliminate unemployment and underemployment in it's communities.

3. DCHA provides services to senior citizens and disabled families to prevent premature institutionalization utilizing operating funds and have applied for 2004 ROSS funds.

4. DCHA applied for 2004 ROSS Grants for both families and seniors.

Goal: Promote Self-Sufficiency and asset development of families.

1. 50% of DCHA families receive some income from employment.

2. DCHA continues its job development activities with DCHA contractors and other Delaware Valley employers as well as transportation to work place efforts.

3. DCHA applied for 2004 ROSS grants to provide supportive services for the elderly and disabled and families.

Goal: Ensure Equal Opportunity and affirmatively further fair housing.

1. DCHA partners with the Suburban Fair Housing group to ensure equal housing opportunities. They participate in every HCV Briefing.

2. DCHA has adopted and complied with all Fair Housing requirements.

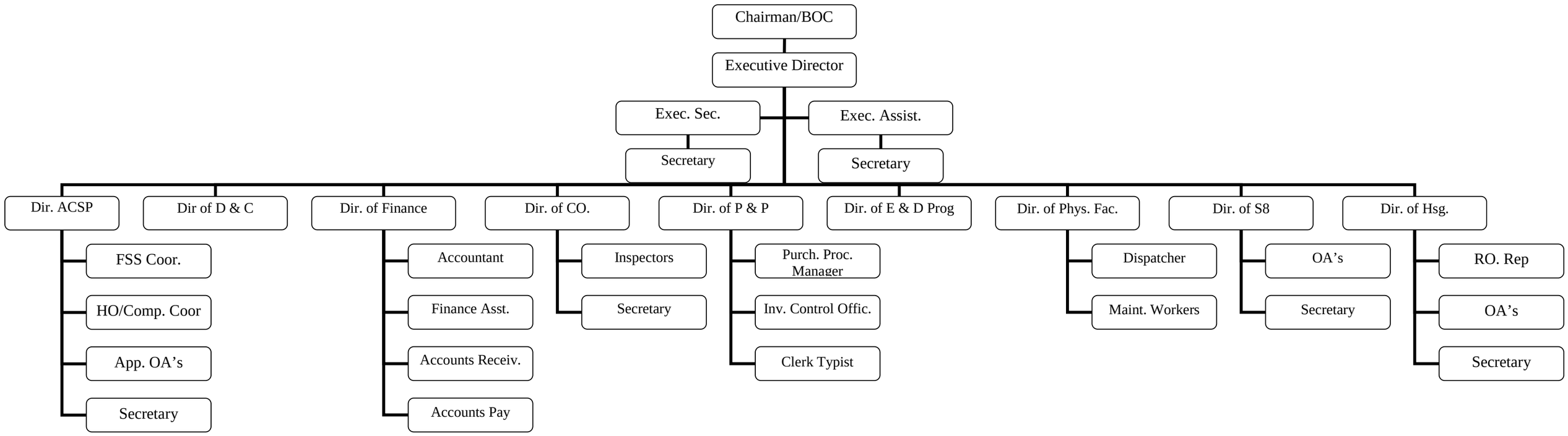
3. DCHA has adopted a Reasonable Accommodation Policy and makes accommodations in accordance with that policy.

4. DCHA partners with Freedom Valley Disability Group in a Section 8 Mainstream program.

5. DCHA partnered with Delaware County Office of Mental Health and Horizon House in a supportive housing program for mental health clients

6. DCHA applied for 20 Mainstream Vouchers.

DRAFT
DELAWARE COUNTY HOUSING AUTHORITY
ORGANIZATIONAL CHART
FISCAL YEAR MARCH 31, 2006



List of Abbreviations

Dir – Director
BOC – Board of Commissioners
ACSP – Admissions, Compliance and Special Programs
D & C – Design and Construction
CO – Computer Operations
P & P – Purchasing and Procurement

E & D Prog – Elderly and Disabled Programs
Phys. Fac – Physical Facilities
S8 – Section 8
Hsg – Housing Management
FSS – Family Self Sufficiency
OA's – Occupancy Aides

RO Rep – Resident Organization Representative

DELAWARE COUNTY HOUSING AUTHORITY

RESIDENTIAL DWELLING LEASE FOR SUBSIDIZED PROGRAMS

The parties to this Agreement are UPLAND TERRACE HOUSING PARTNERSHIP, L.P., referred to as Owner, and _____ referred to as the Tenant.

WITNESSETH: That Management does hereby lease to Tenant, and Tenant does hereby hire from Management, upon all Terms and Conditions set forth herein, for the sole use and occupancy of Tenant and members of Tenant's household named herein, the premises known and described as follows (hereinafter referred to as "PREMISES"):

The Landlord leases to the Tenant:

D.U. NO.:_____ NO. OF BEDROOMS:_____

DEVELOPMENT_____

CITY_____ STATE_____

MEMBERS OF TENANT'S HOUSEHOLD HAVING RIGHT OF OCCUPANCY:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

TERMS AND CONDITIONS

1. LENGTH OF TIME. The initial term of this Agreement shall begin on _____and end on _____. After the initial term ends, the Agreement will continue for successive terms of one _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.

2. RENT. The Tenant agrees to pay $_____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of $_____ per month. This amount is due on the _____ day of the month at _____ _____.

3. CHANGES IN THE TENANT'S SHARE OF THE RENT:

The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

a. HUD or determines, in accordance with HUD procedures, that an increase in rents is needed.

b. HUD or DCHA changes any allowance for utilities or services considered in computing the Tenant's share of the rent;

c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;

e. HUD's procedures for computing the Tenant's assistance payment or rent change; or

f. The Tenant fails to provide information on his/her income, family composition or other factors as required by DCHA.

DCHA agrees to implement changes in the Tenant's rent or Tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. DCHA agrees to give the Tenant at least 30 days advance written notice of any increases in the Tenant's rent. The notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The notice will also advise the Tenant that he/she may meet with DCHA to discuss the rent change.

4. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS

If the Tenant does not pay the full amount of the rent shown in paragraph 2 by the end of the 5th day of the month, the Landlord may collect a fee of $5 on the 6th day of the month. Thereafter, the Landlord may collect $1 for each additional day the rent remains unpaid during the month it is due. DCHA will not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 22. DCHA may collect a fee of $25.00 on the second or any additional time a check is not honored by a bank for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

5. CONDITION OF DWELLING UNIT

By signing this Agreement, the Tenant agrees that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is attachment No. 2 to this Agreement. The Tenant also agrees that DCHA has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

6. CHARGES FOR UTILITIES AND SERVICES

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by DCHA and those paid by the Tenant.

a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)		(2)
Put "x" by any Utility Tenant pays directly	Type of Utility	Put "x" by any Utility Included in Tenant Rent
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Other (Specify)	_____

b. The Tenant agrees to pay DCHA the amount shown in column (3) on the date the rent is due. DCHA certifies that HUD has authorized management to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3) Show $ Amount Tenant Pays to Landlord in addition to rent	
Parking	$_____
Other (Specify.)	
_____	$_____
_____	$_____

7. <u>SECURITY DEPOSITS</u>:

Effective April 1, 2004, all newly admitted residents will be required to pay a security deposit equal to their Total Tenant Payment (TTP). Residents admitted prior to April 1, 2004, security deposit will remain at or below the previous $99.00 charge.

The Tenant has deposited $_____ with DCHA. DCHA will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, DCHA will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provides DCHA with the 30-day written notice of intent to move required by paragraph 22, unless the Tenant was unable to give the notice for reasons beyond his/her control.

b. After the Tenant has moved from the unit, DCHA will inspect the unit and complete another Unit Inspection Report. DCHA will permit the Tenant to participate in the inspection, if the Tenant so requests.

c. DCHA will refund to the Tenant the amount of the security deposit plus interest computed at _n/a_____%, less any amount needed to pay the cost of:

1. unpaid rent;

2. damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;

3. charges for late payment of rent and returned checks, as described in paragraph 4; and

4. charges for unreturned keys, as described in paragraph 8.

d. DCHA agrees to refund the amount computed in paragraph 7c within 30 days after the Tenant has permanently moved our of the unit, returned possession of the unit and given his/her new address to DCHA. DCHA will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the amounts deducted and request a meeting, DCHA agrees to meet with the Tenant and informally discuss the disputed charges.

e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. DCHA may pay the refund to any Tenant identified in this Agreement.

f. The Tenant understands that DCHA will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 10.

8. KEYS AND LOCKS

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of DCHA. If the Tenant's request to install such locks are approved, the Tenant agrees to provide DCHA with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to DCHA. DCHA may charge the Tenant $ 3.00 for each key not returned.

9. MAINTENANCE

a. DCHA agrees to:

1. regularly clean all common areas of the development

2. maintain the common areas and facilities in a safe condition;

3. arrange for collection and removal of trash and garbage;

4. maintain all equipment and appliances in safe and working order;

5. make necessary repairs with reasonable promptness;

6. maintain exterior lighting in good working order;

7. provide extermination service, as necessary; and

8. maintain grounds and shrubs.

b. The Tenant agrees to keep the premises and such other areas as maybe assigned to tenant, for tenant's exclusive use, in a clean and safe condition. Citations will be issued to tenants for violations of Section 9, b of this lease and in some cases, a fine will be charged. Violations of **Excessive Litter and/or Not Cutting Grass** will result in a fine. The Citation can be viewed as an attachment to the Admission and Continued Participation Policy. A maximum of four (4) Citations within six (6) months will be deemed reason for lease termination.

1. keep the unit clean;

2. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;

3. not litter the grounds or common areas of the project;

4. not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;

5. give DCHA prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and

6. remove garbage and other waste from the unit in a clean and safe manner.

7. no swimming pools allowed.

8. no wallpaper or borders are allowed.

10. DAMAGES

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

a. the cost of all repairs and do so within 30 days after receipt of DCHA's demand for the repair charges; and

b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 2 of this agreement.

11. RESTRICTIONS ON ALTERATIONS

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of DCHA in writing. DCHA agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. DCHA is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, DCHA will then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

12. GENERAL RESTRICTIONS

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval from DCHA. The Tenant agrees not to:

a. sublet or assign the unit, or any part of the unit;

b. use the unit for unlawful purposes;

c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;

d. have pets or animals of any kind in the unit without the prior written permission of DCHA. Tenant agrees to pay a deposit in the amount of Three-hundred ($300.00) dollars, refundable to tenant in accordance with the Pet Policy. However DCHA will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or

e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

13. RULES

The Tenant agrees to obey the House Rules which are Attachment No.3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and

b. the Tenant receives written notice of the proposes rule at least 30 days before the rule is enforced.

14. REGULARLY SCHEDULED RECERTIFICATIONS

Every year around the 5th day of the month, DCHA will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the request. DCHA will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If the Tenant does not submit the required recertification information by the date specified in the request, DCHA may impose the following penalties. DCHA will implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

    1. Require the Tenant to pay the higher, HUD-approved market rent for the unit.

2. Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. The Tenant may request to meeting to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, DCHA agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

15. <u>REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS</u>

a. If any of the following changes occur, the Tenant agrees to advise DCHA immediately.

1. Any household member moves out of the unit.

2. As adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless DCHA has confirmation that the decrease in income or change in other factors will last less than one month, the information will be verified and the appropriate rent reduction made. However, if the Tenant's income will be partially or fully restored within two months, DCHA may delay the certification process until the new income is known, but the rent reduction will be retroactive. DCHA will not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or DCHA can evict for nonpayment of rent. (Revised 3/22/89)

c. If the Tenant does not advise DCHA of these interim changes, DCHA may increase the Tenant's rent to the HUD-approved market rent. DCHA will do so only in accordance with the time frames and administrative procedures set forth in HUD'S regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The Tenant may request to meet with DCHA to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, DCHA agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

16. REMOVAL OF SUBSIDY

a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that DCHA may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

   1. The Tenant does not provide DCHA with the information or reports required by paragraph 14 or 15 within 10 calendar days after receipt of DCHA's notice of intent to terminate the Tenant's assistance payment.

   2. The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. DCHA agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with DCHA to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, DCHA agrees to meet with the Tenant.

c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, and DCHA determines the Tenant is eligible for assistance, and assistance is available.

17. TENANT OBLIGATION TO REPAY

If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse DCHA for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse DCHA for undercharges caused solely by Management's failure to follow HUD's procedures for computing rent or assistance payments.

18. SIZE OF DWELLING

The Tenant understands that HUD requires DCHA to assign units according to the size of the household and the age and sex of the household members. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

a. move within 30 days after DCHA notifies him/her that a unit of the required size is available within the project; or

b. remain in the same unit and pay the HUD-approved market rent.

19. ACCESS BY LANDLORD

DCHA agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.

a. The Tenant agrees to permit DCHA, his/her agents or other persons, when authorized by DCHA, to enter the unit for the purpose of making reasonable repairs and periodic inspections.

b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit DCHA to show the unit to prospective tenants during reasonable hours.

c. If the Tenant moves before this Agreement ends, DCHA may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

20. DISCRIMINATION PROHIBITED

DCHA agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

21. CHANGE IN RENTAL AGREEMENT

DCHA may, with the prior approval from HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. DCHA must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to DCHA. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, DCHA may require the Tenant to move from the project, as provided in paragraph 22.

22. TERMINATION OF TENANCY

a. To terminate this Agreement, the Tenant must give DCHA 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.

b. Any termination of this Agreement by DCHA must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.

c. DCHA may terminate this Agreement for the following reasons:

    1. the Tenant's material noncompliance with the terms of this Agreement.

    2. the Tenant's material failure to carry out the obligations under any State Landlord and Tenant Act;

    3. drug related criminal activity in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

4. determination made by DCHA that a household member is illegally using a drug;

5. determination made by DCHA that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

6. criminal activity by a tenant, any member of the tenant's household, a guest or other person under the tenant's control:

    a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the Premises); or

    b. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
8. if the tenant is violating a condition of probation or parole under Federal or State law;

9. determination made by DCHA that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

10. If DCHA determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

d. DCHA may terminate this Agreement for other good cause, which includes, but is limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

e. If DCHA proposes to terminate this Agreement, DCHA agrees to give the Tenant written notice and the grounds for the proposed termination. If DCHA is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

    - Specify the date this Agreement will be terminated;

    - State the grounds for termination with enough detail for the Tenant to prepare a defense;

    - Advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with DCHA. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, DCHA agrees to discuss the proposed termination with the Tenant; and

    - advise the Tenant of his/her right to defend the action in court.

f. If an eviction is initiated, DCHA agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

g. A Notice to Quick, which is required by the State of Pennsylvania (Landlord/Tenant Act of 1951), will be mailed at the same time as the Notice of Termination and run concurrently with that notice. Different periods of time are required by the State depending upon the reason the lease is being terminated are as follows:

1. Fifteen (15) days from the date of service in a case where a violation of the lease has occurred.

2. In the case of failure to pay rent, the notice shall specify then (10) days from the date of service.

3. Termination due to a conviction for illegal sale, manufacture or distribution of a drug pursuant to "The Control Substance Drug Device and Cosmetic Act" or the seizure by law enforcement of any illegal drugs on or off the leased premises, the notice shall state that the resident shall move within then (10) days from the date of service.

23. HAZARDS

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

24. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving DCHA false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to $10,000 and imprisonment for up to five years.

25. CONTENTS OF THIS AGREEMENT

This Agreement and its Attachments make up the entire agreement between DCHA and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

26. ATTACHMENTS TO THE AGREEMENT

The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement

a. Attachment No. 1-Certification and Recertification of Tenant Eligibility. (59 Certification)

b. Attachment No. 2-Unit Inspection Report.

c. Attachment No. 3-House Rules (if any).

27. Tenant's rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

28. Tenant Income Verification: The Tenant must promptly provide DCHA with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family in accordance with HUD requirements.

29. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

30. Signatures:

TENANT
BY:

1._____ _____/_____/_____
Date Signed

2._____ ____/_____/_____
Date Signed

3._____ ____/_____/_____
Date Signed

LANDLORD
BY:

1._____ ___/_____/_____
Date Signed