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 2007 - 2011
Annual Plan for Fiscal Year 2007

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

2007 PHA PLAN ATTACHMENT LISTING

1. pa023a01 – Admission and Continued Occupancy Policy
2. pa023b01 – Administrative Plan
3. pa023c01 – Tenant Selection and Continued Participation Policy – Kinder Park
4. pa023d01 - Tenant Selection and Continued Participation Policy – Meson
5. pa023e01 - Tenant Selection and Continued Participation Policy – The Mills at Parkview
6. pa023f01 – Following Leases:
    - Residential Dwelling Lease – DCHA and Tax Credit Properties
    - Residential Dwelling Lease – Kinder Park Mid-Rise
    - Residential Dwelling Lease – S8 PB Subsidized Programs
    - MESON Dwelling Lease
    - Residential Dwelling Lease – Delaware County Housing Development Corporation.
7. pa023g01 – Following Certifications:
    - Certificate for a Drug Fee Work Place – HUD Form 50070
    - Disclosure of Lobbying Activities - Standard Form LLL
    - Standard PHA Plan PHA Certification of Compliance – HUD Form 50077
8. pa023h01 – Personnel Policy
9. pa023i01 – Following Policies:
    - Audit Program for Purchasing Policy
    - Maintenance and Purchasing appliance Procedures
    - Procedures for Disposition
    - Purchase Requisition Procedures
    - Purchasing Policy
10. pa023j01 – Following documents:
    - Letters to RAB informing of the RAB Meeting.
    - Sign in Sheet from the RAB Meeting
    - Minutes of the RAB Meeting.
    - Proof of Publication for the Public Hearing
11. pa023k01 – Following P & E's:
    - PA 26 PO23 501 03
    - PA 26 P023 501 04
    - PA 26 P023 501 05
    - PA 26 R023 501 05
    - PA 26 P023 501 06
    - PA 26 R023 501 06
12. pa023l01 – Local Government Certifications
13. pa023m01 – Follow up Plan for Customer Service and Satisfaction Survey results.
14. pa023n01 – TANF Agreement
15. pa023o01 – Deconcentration Analysis
16. pa023p01- Capital Fund Table
17. pa023q01 – Certification for DCHA Voluntary Conversion Initial Assessment
18. pa023r01 – Progress on Mission and Goals
19. pa023s01 – Organizational Chart
20. pa023t01 – Family Self Sufficiency Action Plan
21. pa023u01 – Board Resolution
22. pa023v01 – 2007 PHA Plan
23. pa023w01 – Maintenance Policy

2007 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. Reasonable Accommodations Policy
16. Record Retention Policy
17. Retirement Plan
18. Section 504 Grievance Procedures
19. Sexual Harassment Policy
20. Stale Dated Check Policy
21. Tenant Relief in Paying Excess Utilities
22. Personal Appearance of Employees
23. Maintenance Overtime Policy
24. Motor Vehicles Policy
25. Procedure for Receiving Visitors
26. Range and Refrigerators Procedure
27. Smoking Policy
28. Safety Policy Statement
29. Public Housing Homeownership Program
30. SHP Lease
31. Countywide Homeownership Program
32. Economic Opportunity Plan
33. Written Communications
34. DCHA Minimum Rent Hardship Exception Policy
35. Weapons Policy
36. Lease Addendum on Mold

PHA Plan
Agency Identification

PHA Name: Delaware County Housing Authority

PHA Number: Pa023

PHA Fiscal Year Beginning: (mm/yyyy) April 1, 2007

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) DCHA Property Group Offices located at:

- Kinder Park Group Office 1847 Constitution Avenue, Woodlyn, PA
- Fairgrounds Group Office 1315 Peterson Street, Chester Township
- Parkview Group Office, 50 Griffith Street, Upland
- Calcon Gardens Group Office - 2 Studevan Plaza,

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 THE FOLLOWING OFFICES TO VIEW THE PLAN.

- Kinder Park Group Office 1847 Constitution Avenue, Woodlyn, PA
- Fairgrounds Group Office 1315 Peterson Street, Chester Township
- Parkview Group Office, 50 Griffith Street, Upland
- Calcon Gardens Group Office - 2 Studevan Plaza, Sharon Hill
- Executive Office – 1855 Constitution Avenue, Woodlyn

5-YEAR PLAN
PHA FISCAL YEARS 2007 - 2011
[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

Innovative Housing Made Affordable. A commitment to excellence.

Values

Loyalty
Integrity
Honesty
Pride
Respect

DCHA Vision Statement

DCHA will be recognized as an innovative developer and manager of affordable housing.

DCHA will lead the public real estate management industry through continuous improvement of it's partnership and investments in affordable housing by utilizing it's human, physical, financial assets in a manner that benefits each of it's stakeholders.

SEE ATTACHMENT PA023R01 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: - Fairground Homes and Fairground Annex
- ☒ 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 new construction adjacent to our existing Kinder Park Apartments.

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: (SEMAP score) 76
- ☒ Increase customer satisfaction: See Attachment pa023r01
- ☐ 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: Investigate Fairground Homes and Fairground Annex
- ☒ 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 successfully completed a contract with Wellington Ridge Homeownership, Inc. to provide all marketing, sales and counseling for the Homes at Wellington Ridge in the City of Chester.

DCHA implemented the Section 8 Homeownership program in accordance with its Administrative Plan attachment pa023b01.

☒ Implement public housing site-based waiting lists:

Site based waiting lists are an integral part of attracting private investment in public housing.

DCHA plans to implement site based waiting lists for all DCHA developments. Once implemented, DCHA may limit the number of lists for which an applicant may apply in addition to the Housing Choice Voucher Program list.

Site based waiting lists have already been established for Calcon Gardens, Highland Homes and Parkview Apartments/Parkview Homes/The Mills at Parkview.

☒ Convert public housing to vouchers:

See attachment pa023q1.

☒ 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 176 slot family self-sufficiency (FSS) program (131 Housing Choice Voucher slots, 45 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) Implement Property Based Management/Property Based Accounting.

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, the Breakfast Club, and for participation in a health fair at a local hospital; 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 we assist residents with the government food voucher and food voucher redemption program.

In addition to the above, DCHA has also sponsored several Flea Markets; 3 ten week Weight Management sessions and Healthy Cooking Demonstrations; Computer Classes; Ukrainian Lessons; Movie Afternoon once a week; Sculpting Classes; Arts & Crafts with Penn State University; a film on Alzheimer's Disease; a CPR Class; Speakers on Medicare Part D; an Exercise Group; a Gardening Group; Italian Cooking Classes; Saturday Night Bingo; Non – denominational Church Services; Resident Organization Meetings for the Elderly and Disabled; and monthly cake bakes for birthday celebrations.

Intergenerational activities included the following: two creative youth groups or youth entertainment groups that sang and conducted a puppet show; a youth choir that sang religious hymns; and 2 chore day activities whereby youth performed many chores for residents that residents felt they could no longer do for themselves. The youth ranged in age from high school freshman to college freshmen.

Finally, DCHA sponsored several Covered Dish Lunches throughout the year. Each Covered Dish Lunch had a theme. Themes included a Volunteer Recognition Lunch, an Indoor Picnic, a Thanksgiving Celebration, a Holiday Breakfast, the Wild, Wild, West, Cultural and Ethnic Food Celebration, Valentine's Day and President's Day Celebration, St. Patrick's Day Party, and a Mother's Day Celebration.

DCHA residents also participated in several blood pressure screenings. The Nurses that conduct the blood pressure and glucose screening provide on-going care for residents who are in need of further assistance with any medical problem their doctor will approve for continued care. 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.

Since January of 2005 DCHA has been conducting outreach to the elderly and disabled who reside in the Parkview Apartments in Upland and in the Kinder Park Homes, to let then know that the activities that DCHA offers in Kinder Park are available to them. Starting in September of 2005 outreach will be conducted in all communities. To date DCHA has started the Lunch Program in the Upland

Development on a once a month basis as requested by the residents in the Upland Development.

DCHA also sponsors English Lessons for any foreign resident who wish to improve their command of the English Language, and Commodity Distribution. We have also worked with the Woodlyn Pharmacy in Promoting their Delivery Program, Hospice Care in Promoting their Programs, and Etna Heath Insurance in promoting their programs. Each of these companies provided the residents a free lunch and a short information session on the services they provide.

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: commodity distribution; 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 phone calls; 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 the 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 administers the S8 Mainstream funding and works with the Freedom Valley Disability Enablement Incorporated 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 maintains 49 accessible units in its housing inventory
DCHA operates successful Supportive Housing Program and Shelter Plus Care programs totaling 96 units.

☒ 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 2007
[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 pa023o01
☒ FY 2007 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 2007 Capital Fund Program 5 Year Action Plan – Pa023p01
☐ 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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	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 pa023o01, pa023d01 and pa023e01	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 pa023o01 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 ACOP – Attachment pa023a01	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing ACOP – Attachment pa023a01	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan – attachment pa023b01	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 pa023a01	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan – attachment pa023b01	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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
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 pa023qj01	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 pa023b01	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency – Attachment pa023n01	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 pa023m01**	

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
Households with mobility and self care limitation <80%	3,830	5	5	5	5	5	5
Black/Non - Hispanic <80%	3237	4	4	4	4	4	4
Hispanic <80%	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 2005-2009, 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	2917		
Extremely low income <=30% AMI	2176	74%	
Very low income (>30% but <=50% AMI)	645	22%	
Low income (>50% but <80% AMI)	96	3%	
Families with children	2038	69%	
Elderly families	210	7%	
Families with Disabilities	811	27%	
White	81038/H	27%	
Black	2077	71%	
American Native	6/3H	0%	
Asian/Pacific Islander	12/0H	1%	
Characteristics by Bedroom Size (Public Housing			

Housing Needs of Families on the Waiting List			
Only)			
1BR	882	30%	
2 BR	1326	45%	
3 BR	565	19%	
4 BR	112	3%	
5 BR	10		
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	2265		
Extremely low income <=30% AMI	1364	60%	
Very low income (>30% but <=50% AMI)	367	37%	
Low income (>50% but <80% AMI)	58	2%	
Families with children	1396	61%	
Elderly families	101	4%	
Families with Disabilities	545	24%	
White	493/34H	21%	
Black	1761/32	77%	
American Native	3213/H		
Asian/Pacific			

Housing Needs of Families on the Waiting List			
Islander	58		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	903	39%	
2 BR	953	42%	
3 BR	239	10%	
4 BR	66	2%	
5 BR	54		
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

	# of families	% of total families	Annual Turnover
Waiting list total	1255		
Extremely low income <=30% AMI	651	51%	
Very low income (>30% but <=50% AMI)	307	24%	
Low income (>50% but <80% AMI)	32	2%	
Families with children	863	68%	
Elderly families	61	4%	

Housing Needs of Families on the Waiting List			
Families with Disabilities	272	21%	
White	246/15H	19%	
Black	1001/19H	79%	
American Native	3/2H		
Asian/Pacific Islander	54		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	376	29%	
2 BR	632	50%	
3 BR	180	14%	
4 BR	38		
5 BR	24		
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 or attend Landlord group meetings 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 has increased the number of units for senior citizens/disabled 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 including consideration of Housing Choice Voucher Project Based Assistance in accordance with current regulations.

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 15% of the tenants of this community receive 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 also constructed and sold two newly constructed homes to first time homebuyers in Lower Chichester.

DCHDC is participating in a limited partnership with Pennrose Equities in its Studevan School project. DCHDC provides 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)

DCHA's waiting list is not reflective of the need for housing of the families in the 30 – 80% AMI group. DCHA will attempt to attract families in this group to the waiting list.

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 dual 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, 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 Disability 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

Attend or conduct Landlord group meetings at various locations.

☐ 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 2005-6 grants)**		
a) Public Housing Operating Fund	2,474,962.00	
b) Public Housing Capital Fund	1,625,685.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	21,183,578.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
Section 8 New Construction	636,800.00	Operating Funds

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
Supportive Housing Program	774,975.00	Assistance for permanent housing for substance abusers, mental health and dually diagnosed clients.
Shelter Plus Care Shelter Plus Care	792,900.00 140,448.00	Assistance for homeless people with Aids
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	1,340,480.00	Operating/Routine 2005 Budget
New Construction Rental	270,370.00	Operating/Routine
4. Other income (list below)		
Rooftop Rental	21,390.00	Operating/Routine
Non-dwelling rent/interest/laundry/proceeds/manage -ment fee	100,000.00	Operating/Routine
4. Non-federal sources (list below)		
Total Resources	29,361,588.00	
Total resources	29,361,588.00	

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? 4 OR HIGHER

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 pa023a01 – Admission and Continued 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 pa023o01.

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:

PA 23-11 AND PA 23-30

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
☐X List (any applicable) developments below:
PA 23-12

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
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 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? On file with DCHA.

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	2 Bedroom	$725.00
Kinder Park23-14	3 Bedroom	$995.00
	4 Bedroom	$1099.00
	5 Bedroom	$1249.00
Kinder Park Midrise 23-5	1 Bedroom	$771.00
Chester Township	1 Bedroom	$492.00
23-4	2 Bedroom	$583.00
Fairground Homes	3 Bedroom	$784.00
Darby Township	1 Bedroom	$551.00

23-11 Apartments	2 Bedroom		$747.00	
23-7	2 Bedroom/Basement			$627.00
23-6	3 Bedroom/Basement/Central Air Garage/Dishwasher			$985.00
23-31	3 Bedroom/Basement/Central Air Dishwasher			$972.00
Darby Homes				
23-28	2 Bedroom		$522.00	
	3 Bedroom		$678.00	
Media				
23-12	2 Bedroom	306 Wallingford		$761.00
	3 Bedroom	Vernon Row Home		$1003.00
	3 Bedroom	444 Vernon Single		$1003.00
	3 Bedroom	457 Washington Single		$1003.00
	4 Bedroom	601 Manchester		$1138.00
23-33	2Bedroom /basement			
$1071.00				
Wayne	1 Bedroom		$99300	
23-30	2 Bedroom	1 bath	$1127.00	
	2 Bedroom	2 bath	$1168.00	
	3 Bedroom	1.5 bath	$1347.00	
	3 Bedroom	2 bath	$1352.00	

			40% AMI	50% AMI
Upland	1 Bedroom	1 bath	$541.00	$676.00
23-32	2 Bedroom	1.5 bath	$649.00	$811.00
	3 Bedroom	1.5 bath	$750.00	$937.00
	4 Bedroom	2 bath	$836.00	$1045.00
	5 Bedroom	2 bath	$923.00	$1153.00
Upland	1 Bedroom	1 bath	$541.00	$676.00
007				
Project based	2 Bedroom	1.5 bath	$ 649.00	$811.00
	3 Bedroom	1.5 bath	$750.00	$937.00
	4 Bedroom	2 bath	$836.00	$1045.00
	5 Bedroom	2 bath	$923.00	$1153.00

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) $200.00
☐ 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?

(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 pa023s01.

☒ A brief description of the management structure and organization of the PHA follows:

DCHA intends to comply with HUD's Project Based Management/Project Based Accounting requirement by October 1, 2006. DCHA is currently analyzing HUD requirements for property grouping, staffing, policies and procedures with the goal of reorganization of DCHA as a property centric real estate management entity by this date.

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	733	12%
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 PA01B302002	 100 17 13	 10% 30% 25%

Supportive Housing Program Pa01B902001	10	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)

2007 PHA PLAN ATTACHMENT LISTING

24. pa023a01 – Admission and Continued Occupancy Policy
25. pa023b01 – Administrative Plan
26. pa023c01 – Tenant Selection and Continued Participation Policy – Kinder Park
27. pa023d01 - Tenant Selection and Continued Participation Policy – Meson
28. pa023e01 - Tenant Selection and Continued Participation Policy – The Mills at Parkview
29. pa023f01 – Following Leases:
    - Residential Dwelling Lease – DCHA and Tax Credit Properties
    - Residential Dwelling Lease – Kinder Park Mid-Rise
    - Residential Dwelling Lease – S8 PB Subsidized Programs
    - MESON Dwelling Lease
    - Residential Dwelling Lease – Delaware County Housing Development Corporation.
30. pa023g01 – Following Certifications:
    - Certificate for a Drug Fee Work Place – HUD Form 50070
    - Disclosure of Lobbying Activities - Standard Form LLL
    - Standard PHA Plan PHA Certification of Compliance – HUD Form 50077
31. pa023h01 – Personnel Policy
32. pa023i01 – Following Policies:
    - Audit Program for Purchasing Policy
    - Maintenance and Purchasing appliance Procedures
    - Procedures for Disposition
    - Purchase Requisition Procedures
    - Purchasing Policy
33. pa023j01 – Following documents:
    - Letters to RAB informing of the RAB Meeting.
    - Sign in Sheet from the RAB Meeting
    - Minutes of the RAB Meeting.
    - Proof of Publication for the Public Hearing
34. pa023k01 – Following P & E's:
    - PA 26 PO23 501 03
    - PA 26 P023 501 04

- PA 26 P023 501 05
- PA 26 R023 501 05
- PA 26 P023 501 06
- PA 26 R023 501 06

35. pa023l01 – Local Government Certifications
36. pa023m01 – Follow up Plan for Customer Service and Satisfaction Survey results.
37. pa023n01 – TANF Agreement
38. pa023o01 – Deconcentration Analysis
39. pa023p01- Capital Fund Table
40. pa023q01 – Certification for DCHA Voluntary Conversion Initial Assessment
41. pa023r01 – Progress on Mission and Goals
42. pa023s01 – Organizational Chart
43. pa023t01 – Family Self Sufficiency Action Plan
44. pa023u01 – Board Resolution
45. pa023v01 – 2007 PHA Plan
46. pa023w01 – Maintenance Policy

2007 DCHA POLICIES ON FILE

37. Community Center Policy
38. Affirmative Action Plan
39. By-Laws
40. Capitalization Policy
41. Resident Initiatives Policy
42. Disposition Policy
43. Drug and Alcohol Policy
44. Emergency Maintenance Policy
45. Grievance Procedures
46. Investment Policy
47. Loan Policy
48. MBE/WBE
49. Pet Policy
50. Pet Policy (S8 New Construction)
51. Reasonable Accommodations Policy
52. Record Retention Policy
53. Retirement Plan
54. Section 504 Grievance Procedures
55. Sexual Harassment Policy
56. Stale Dated Check Policy
57. Tenant Relief in Paying Excess Utilities
58. Personal Appearance of Employees
59. Maintenance Overtime Policy
60. Motor Vehicles Policy
61. Procedure for Receiving Visitors
62. Range and Refrigerators Procedure
63. Smoking Policy
64. Safety Policy Statement
65. Public Housing Homeownership Program
66. SHP Lease
67. Countywide Homeownership Program
68. Economic Opportunity Plan
69. Written Communications
70. DCHA Minimum Rent Hardship Exception Policy
71. Weapons Policy

72. Lease Addendum on Mold

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

☐X 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) pa023p01

-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 pa023p01

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 pa023p01)

-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:

DCHA is in the early feasibility and planning stage for the possible demolition and reconstruction of Fairground Homes. It is possible this project could move forward in DCHA's 2008 Fiscal year.

☐ 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:

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.)

DCHA is in the early feasibility and planning stage for the possible demolition and reconstruction of Fairground Homes. It is possible this project could move forward in DCHA's 2008 Fiscal year. This project could involve the use of Project Based Vouchers in accordance with HUD guidelines. This project could include some homeownership units. Please refer to DCHA's Replacement Housing Factor Plan Attached as pa23o01.

Finally DCHA is in the early feasibility and planning stage of the possible development of a service enhanced building for seniors and the disabled on its Kinder Park campus in close proximity to PA 26-0020-001 and PA 23-5. It is our hope to develop this building as the next step in a continuum of care for our existing seniors and disabled population who could continue to live independently with some services. This project could involve the use of Project Based Vouchers in accordance with HUD guidelines.

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: Fairground Homes 1b. Development (project) number: PA 23-12
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: Next 12 months
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: 18 to 36 months 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: 1b. Development (project) number:
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:
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: 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 pa023q01

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 pa023n01

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
Family Savings Account Program	Open	Upon Request	Community Action Agency	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2006 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	37	41, 03/31/06
Section 8	79	132, 03/31/06

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

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?
See attached pa023j01

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
☒ Attached at Attachment (File name) Attached as Attachment pa023j01.
☐ 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

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

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.

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 any 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.
DCHA plans to establish sited based waiting list for the Fairground Homes, Calcon Hook Annex, Greenhill Court Apartments, Lincoln Park Homes and Kinder Park Homes developments.

Each applicant will be advised that site based waiting lists are available for these communities. Once implemented, DCHA may limit the number of lists for which an applicant may apply in addition to the Housing Choice Voucher Program list.

Applicants 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.

Applications are available via our website at www.dcha1.org, site offices and the central office in Woodlyn, PA. All applications will be processed at the central office.

Applicants on site based waiting lists will be selected in accordance with this Admission and Continued 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. Processing Applications for a Unit Offer and Admission

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 Citizenship or eligible immigration status
7) 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. The Local Preference System

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 whom 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. A family who is referred to DCHA through the Office of Inspector General for the purpose of the Witness Protection Program.

h. 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.

i. 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.

j. 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.

k. A family whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

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:

Points
1. 9 = Jurisdiction
2. 3 = Working/Elderly/or Disabled

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 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.

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. 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. 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 (14) fourteen working days from the date of the notice.

c. 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 Admissions, Compliance and Special Programs [ACSP] Department.

d. 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. If any household member is currently engaged in, or has engaged in any of these criminal activities, within the past **ten** years, the family will be denied assistance.

   Drug related criminal activity, defined by HUD as the illegal, manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

   Violent criminal activity, defined by HUD as any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]. Criminal activity that may threaten the health , safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DCHA(including a DCHA employee or a DCHA contractor, subcontractor or agent).

4. An applicant will be denied housing if they owe DCHA money from a previous tenancy or as a Section 8 participant.

5. 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:

   a. 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.

   b. 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.

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

d. *Mitigating Circumstances*: If an applicant claims 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 site-based 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.

Non-Compliance of Family Member:

- At least thirty (30) days prior to annual re-examination and/or lease expiration, DCHA will begin reviewing the exempt or non-exempt status and compliance of family members;

- If DCHA finds a member to be noncompliant, DCHA will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period;

- The lease will not be terminated during that 12 month period. However, if any adult member of a household fails to satisfy the required hours per month, their lease will not be renewed after its 12 month period has expired.

- If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.

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.

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

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 LongT erm

"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 Property Manager who has been delegated to sign leases on behalf of DCHA, except in the case of a tenant employee, where the Director of Housing Management 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. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

   1. A new lease agreement will be executed, or
   2. A Notice of Rent Adjustment will be executed, or
   3. An appropriate rider will be prepared and made a part of the existing lease.

   All copies of such riders or insertions are to be dated and signed by the Resident and by Property Manager or other authorized representative of DCHA.

D. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

E. All persons listed on the most recent certification form and and the Lease must use the dwelling unit as their sole residence.

F. When a resident requests approval to add a new person to the Lease, DCHA will conduct pre-admission screening of any proposed new adult member to determine whether the DCHA will grant such approval.

G. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission of DCHA to add children other than those born to, adopted by or awarded by the court to the family.

H. Examples of situations where the addition of a family or household member is subject to screening are:

   1. Resident plans to married and requests to add the new spouse to the lease;

   2. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;

   3. A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.

I. Residents who fail to notify DCHA of additions to household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without DCHA approval will be considered unauthorized occupants and the entire household will be subject to eviction..

J. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.

- Visits of less than five (5) days need not be reported to or approved by the Property Manager.
- Visits of more than five (5) and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the Property Manager.
- Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.
- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

K. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

L. Residents will not be given permission to allow a former resident of DCHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

M. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.

- The resident shall report the move-out within 10 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as a new applicant households for placement on the waiting list and/or meet the required screening criteria.

N. Residents must advise DCHA if they will be absent from the unit for more than 14 days. Residents shall:

1. Notify the Property Manager,
2. Secure the unit,
3. Provide a means for DCHA to contact the resident in an emergency.

Failure to advise DCHA of an extended absence is grounds for termination of the lease.

O. When offering units, DCHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the Property Manager of the property will contact the applicant to set up a date to show the unit.

P. Once the unit is shown and the applicant accepts the unit, the Property Manager will execute a lease.

Q. No Lease will have an effective date before the unit is ready for occupancy.

R. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

- Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

Section VI: TERMINATION OF LEASE BY RESIDENT

A. Resident must submit a written thirty (30) day notice of intent to vacate in accordance with the Residential Dwelling Lease to the Property Manager. The 30 day notice must be submitted prior to the end of the month and the last month's rent must be paid in full. An adjustment will be made at move-out for the balance. Example: if a resident indicates that he/she will be vacating the property on the 15th of the month, and provides a notice by the 15th of the previous month, the resident will still be required to pay the full month's rent for the month they are vacating, however; the resident will receive a credit at move-out. Failure to submit the proper notice will result in forfeiture of security deposit except in the case of death. In that case, a family representative should contact the Property Management immediately to discuss arrangements to vacate the unit.

B. A pre-inspection will be conducted by maintenance staff or the Property Manager no later than ten (10) days prior to move-out. Management will provide resident with notice in accordance with the Residential Dwelling Lease.

C. A final inspection will be conducted on the day of move-out by the Inspection Department, Maintenance or Property Manager. The inspection should be conducted with the resident or their designee. If resident refuses to be present for the inspection, this should be noted on the resident signature line. Once the inspection is completed, both parties must sign and a copy should be given to the resident. All keys must be turned over to DCHA personnel at the end of the inspection. The move-out inspection should be completed using the same form used at move-in.

SECTION VII: 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 have a re-examination of income every three years and a re-examination of family composition annually. 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.

B. Methods of Verification and Time Allowed (24 CFR 982.516)

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

1. Upfront Income Verification (UIV)
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents
5. 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.

1) Upfront **I**ncome **V**erification **(UIV)**
UIV online system is the recommended highest level of third party verification. Within the UIV system there are two (2) tools designed to assist DCHA in obtaining verification of tenant reported, unreported, or underreported income.

a. **E**nterprise **I**ncome **V**erification (**EIV**)

EIV provides integrated income data from a State Wage Information Collection Agency (SWICA) and the National Directory of New Hires (NDNH) to obtain wage and employment, information electronically.

b. **T**enant **A**ssessment**S** ub**s**ystem (**TASS**)

TASS is used to obtain current Social Security and Supplemental Security Income (SSI) benefit history and discrepancy reports.

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
- 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.

C. 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.

D. 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.

E. 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 VIII: 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 IX: 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.

E. Families who owe money to DCHA due to program fraud will be required to repay in accordance with the guidelines in the Lease Agreement.

F. If a family owes an amount that equals or exceeds ($5,000.00) 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.

SECTION X: 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 or designee.

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 himself/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) meets reasonable housekeeping standards and have no housekeeping lease violations.

   d) 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 Property Manager and/or the Leasing Agent has the responsibility to obtain and document all pertinent information relative to a request for transfer:

SECTION XI: 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 XII: 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 XIII: VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Act 2005 (VAWA) prohibits the eviction of and removal of assistance from certain persons living in public housing that are victims of criminal domestic violence, dating violence, sexual assault or stalking as well as members of the victim's immediate family.

SECTION XIV: 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 XV: 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 XVI: 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 $5,000.00. 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 years 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.

d) 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:

A development or portion of development(s) designated for elderly only or 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 family displaced by governmental action, or a family 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:

- A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character.
- These projects were formerly known as elderly projects.
- Elderly families and disabled families receive equal priority for admission to such units.
- (Kinder Park Mid-Rise Apartments [located in Woodlyn, PA] and Parkview Apartments [located in Upland Borough].

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 responsible 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	09-29-06	

DELAWARE COUNTY HOUSING AUTHORITY

ADMINISTRATIVE PLAN

FOR THE

HOUSING CHOICE VOUCHER PROGRAM

APRIL 1, 2007

Approved by DCHA Board of Commissioners:

Submitted to HUD:

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Chapter 1
OVERVIEW OF THE PROGRAM AND PLAN
INTRODUCTION

DCHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development. DCHA is not a federal department or agency. Delaware County Housing Authority is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. DCHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. DCHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about DCHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: Delaware County Housing Authority (DCHA). This part includes a description of DCHA its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: DCHA

1-I.A. OVERVIEW

This part explains the origin of DCHA's creation and authorization, the general structure of the organization, and the relationship between the DCHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF DCHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by DCHA for the jurisdiction of **The County Of Delaware, excluding the city of Chester, Pennsylvania.**
The officials of DCHA are known as commissioners or, collectively, as the Board of Commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which DCHA conducts business, ensuring that policies are followed by

DCHA staff and ensuring that DCHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of DCHA are taken through written resolutions, adopted by the board of commissioners and entered into the official records of DCHA The principal staff member of DCHA is the executive director (ED), hired and appointed by the board of commissioners. The executive director is directly responsible for carrying out the policies established by the commissioners and is delegated the responsibility for hiring, training and supervising the remainder of DCHA's staff in order to manage the day-to-day operations of DCHA to ensure compliance with federal and state laws and directives for the programs managed.. In addition, the executive director's duties include budgeting and financial planning for the agency.

1-I.C. DCHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

DCHA Policy

DCHA's mission statement:

Innovative Housing Choices made affordable. A Commitment to Excellence.

VALUES:

Loyalty
Integrity
Honesty
Pride
Respect

1-I.D. DCHA'S PROGRAMS

The following programs are included under this administrative plan:

DCHA's administrative plan is applicable to the operation of the Housing Choice Voucher program.

1-I.E. DCHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, DCHA is committed to providing excellent service to HCV program participants – families and owners – in the community. DCHAs standards include:

 Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to

ensure fair and consistent treatment of clients served.
 Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.
 Encourage self sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
 Promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
 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.
 Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
 Create positive public awareness and expand the level of family, owner, and community support in accomplishing the DCHA's mission.
 Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
 Administer an efficient, high-performing agency through continuous improvement of DCHA's support systems and commitment to our employees and their development.
DCHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

PART II. THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the audience in understanding the program.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.
Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to lower-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality ("housing quality standards") and was within certain HUD-established rent limitations ("fair market

rents"), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent of the family's adjusted income, with the remainder of the rent paid by the program. Another unique feature of the Certificate program was that the rental assistance remained with the eligible family, if the family chose to move to another privately-owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the unit, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance. The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit. However, the Voucher program permitted families more options in housing selection. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, family contribution to rent was not set at a limit of 30 percent of adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as "conforming" rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law. In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory differences between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program. The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay at least 30 percent of adjusted income for rent. The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

1-II.B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. DCHA is afforded choices in the operation of the program which are included in the DCHA's administrative plan, a document approved by the board of commissioners of DCHA. The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in DCHA's jurisdiction and may also be eligible to move under portability to other DCHAs' jurisdictions. When a family is determined to be eligible for the program and funding is available, DCHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, DCHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment

to the owner so that the owner receives full rent. Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. DCHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

1-II.C. THE HCV PARTNERSHIPS

To administer the HCV program, DCHA enters into a contractual relationship with HUD. DCHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit. For the HCV program to work and be successful, all parties involved – HUD, DCHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The HCV Relationships:
Congress appropriates Funding
HUD Provides Funding To DCHA
DCHA Administers Program
Owner /Landlord
Family (Program Participant)
Voucher specifies Family Obligations
Housing Assistance Payments (HAP) Contract specifies Owner and DCHA Obligations
Lease specifies Tenant and Landlord Obligations
Program Regulations and ACC specifies DCHA Obligations and Voucher Funding

What does HUD do?

HUD has the following major responsibilities:

 Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
 Allocate HCV program funds to DCHA'S;
 Provide technical assistance to DCHA'S on interpreting and applying HCV program requirements;
 Monitor DCHA compliance with HCV program requirements and DCHA performance in program administration.

What does DCHA do?

DCHA administers the HCV program under contract with HUD and has the following major responsibilities:
 Establish local policies;
 Review applications from interested applicant families to determine whether applicants are eligible for the program;
 Maintain waiting list and select families for admission;
 Issue voucher to selected family and, if necessary, assist the family in finding a place to live;

 Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
 Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
 Make housing assistance payments to the owner in a timely manner;
 Ensure that families and their rental units continue to qualify under the program;
 Ensure that owners and families comply with program rules;
 Provide families and owners with prompt, professional service;
 Comply with all fair housing and equal opportunity requirements , HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding,

What does the Owner do?

The owner has the following major responsibilities:

 Screen families who apply for tenancy, to determine if they will be good renters.
- DCHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
- The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
 Comply with the terms of the Housing Assistance Payments contract, executed with the DCHA;
 Comply with all applicable fair housing laws and discriminate against no one;
 Maintain the housing unit by making necessary repairs in a timely manner;
 Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

What does the Family do?

The family has the following responsibilities:

 Provide DCHA with complete and accurate information, determined by DCHA to be necessary for administration of the program;
 Make their best and most timely efforts to find a place to live that is suitable for them and that qualifies for the program;
 Cooperate in attending all appointments scheduled by DCHA;
 Allow DCHA to inspect the unit at reasonable times and after reasonable notice;
 Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
 Comply with the terms of the lease with the owner;
 Comply with the family obligations of the voucher;

 Not commit serious or repeated violations of the lease;
 Not engage in drug-related or violent criminal activity;
 Notify DCHA and the owner before moving or termination the lease;
 Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
 Promptly notify the DCHA of any changes in family composition;
 Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs. If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

1-II.D. APPLICABLE REGULATIONS

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

PART III. THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

The administrative plan is required by HUD. 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 DCHA's agency plan. This administrative plan is a supporting document to DCHA agency plan, and is available for public review as required by CFR 24 Part 903.

This administrative plan is set forth to define DCHA'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 handbooks and guidebooks, notices and other applicable law. The policies in this administrative plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

DCHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence. Administration of the HCV program and the functions and responsibilities of DCHA staff shall be in compliance with DCHA's personnel policy and HUD's Section 8 regulations as well as all federal, state and local fair housing laws and regulations.

1-III.B. CONTENTS OF THE PLAN (24CFR 982.54)

HUD regulations contain a list of what must be included in the administrative plan. DCHA'S administrative plan must cover PHA policies on these subjects:

 Selection and admission of applicants from DCHA’S waiting list, including any DCHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening DCHA’S waiting list (Chapter 4);
 Issuing or denying vouchers, including DCHA’S policy governing the voucher term and any extensions or suspensions of the voucher term. 'Suspension' means stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If DCHA decides to allow extensions or suspensions of the voucher term, DCHA’S administrative plan must describe how DCHA determines whether to grant extensions or suspensions, and how DCHA determines the length of any extension or suspension (Chapter 5);
 Any special rules for use of available funds when HUD provides funding to DCHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4);
 Occupancy policies, including definition of what group of persons may qualify as a 'family', definition of when a family is considered to be 'continuously assisted'; standards for denying admission or terminating assistance based on criminal activity or alcohol abuse in accordance with 982.553 (Chapters 3 and 12);
 Encouraging participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 13);
 Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2);
 Providing information about a family to prospective owners (Chapters 3 and 9);
 Disapproval of owners (Chapter 13);
 Subsidy standards (Chapter 5);
 Family absence from the dwelling unit (Chapter 12) ;
 How to determine who remains in the program if a family breaks up (Chapter 3);
 Informal review procedures for applicants (Chapter 16);
 Informal hearing procedures for participants (Chapter 16);
 The process for establishing and revising voucher payment standards (Chapter 16);
 The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8);
 Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15);
 Policies concerning payment by a family to DCHA of amounts the family owes DCHA (Chapter 16);
 Interim redeterminations of family income and composition (Chapter 11);
 Restrictions, if any, on the number of moves by a participant family (Chapter 10);
 Approval by the board of commissioners or other authorized officials to charge the administrative fee reserve (Chapter 16);
 Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8); and
 DCHA screening of applicants for family behavior or suitability for tenancy (Chapter 3).

New Approach to Policy Development

HUD has developed an approach to monitoring and policy development that requires DCHAs to establish policy for those purposes. A primary focus of HUD's Rental Integrity Monitoring (RIM) program was consistency – consistency in how DCHA conducts their business and in how HUD monitors DCHA activities. HUD expects that all staff will be consistent in the procedures they follow and the calculations they make and that their actions will be consistent with the DCHA's administrative plan. HUD makes a distinction between:

 Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
 Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff. HUD expects DCHA'S to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies DCHA has adopted. DCHA's administrative plan is the foundation of those policies and procedures. HUD's new directions require, more than ever, DCHA makes policy choices to provide guidance to staff and consistency to program applicants and participants. Following HUD guidance, even though it is not mandatory, provides DCHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If DCHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but DCHAs should carefully think through those decisions.

1-III.C. ORGANIZATION OF THE PLAN

The Plan is organized to provide information to users in particular areas of operation.

1-III.D. UPDATING AND REVISING THE PLAN

DCHA will revise this administrative plan as needed to comply with changes in HUD regulations. 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.

DCHA Policy

DCHA will review and update the plan at least once a year, and more often if needed, to reflect changes in regulations, DCHA operations, or when needed to ensure staff consistency in operation.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY INTRODUCTION

This chapter explains the laws and HUD regulations requiring DCHA to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of DCHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and DCHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the DCHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of DCHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD and DOJ's Notice of Guidance, published December 19, 2003 in the *Federal Register*.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require DCHA to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. DCHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, 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)
 When more than one civil rights law applies to a situation; the laws will be read and applied together.
 Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as DCHA policies, can prohibit discrimination against additional classes of people. DCHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes") Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

DCHA Policy

DCHA will not discriminate on the basis of marital status or sexual orientation. DCHA will not use any of these factors to:

 Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
 Provide housing that is different from that provided to others
 Subject anyone to segregation or disparate treatment
 Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
 Treat a person differently in determining eligibility or other requirements for admission
 Steer an applicant or participant toward or away from a particular area based any of these factors
 Deny anyone access to the same level of services
 Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
 Discriminate in the provision of residential real estate transactions
 Discriminate against someone because they are related to or associated with a member of a protected class
 Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners
DCHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, DCHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints
If an applicant or participant believes that any family member has been discriminated against by DCHA or an owner, the family should advise DCHA. HUD requires DCHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, DCHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

DCHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify DCHA either orally or in writing. DCHA will attempt to remedy discrimination complaints made against the DCHA. DCHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

PART II: POLICIES RELATED TO PERSONS WITH DISABIILTIES

2-II.A. OVERVIEW
One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.
DCHA must ensure that persons with disabilities have full access to the DCHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

DCHA Policy
DCHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the DCHA, by including the following language:
"If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority."

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations DCHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service. Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for DCHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

Types of Reasonable Accommodations
When needed, DCHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

 Permitting applications and reexaminations to be completed by mail
 Conducting home visits
 Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside DCHA range) if the DCHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
 Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
 Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with DCHA staff
 Displaying posters and other housing information in locations throughout DCHA's office in such a manner as to be easily readable from a wheelchair

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that DCHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]. The family must explain what type of accommodation is needed to provide the person with the disability full access to DCHA’s programs and services. If the need for the accommodation is not readily apparent or known to DCHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual’s disability.

DCHA Policy
DCHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, DCHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.
Before providing an accommodation, DCHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to DCHA's programs and services. If a person's disability is obvious, or otherwise known to DCHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]. If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to DCHA, DCHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.
When verifying a disability, DCHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

 Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
 DCHA must request only information that is necessary to evaluate the disability-related need for the accommodation. DCHA will not inquire about the nature or extent of any disability.

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint

Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

DCHA must approve a request for an accommodation if the following three conditions are met:

 The request was made by or on behalf of a person with a disability.
 There is a disability-related need for the accommodation.
 The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on DCHA, or fundamentally alter the nature of DCHA'S HCV operations (including the obligation to comply with HUD requirements

and regulations). Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of DCHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability related needs. Before making a determination whether to approve the request, DCHA may enter into discussion and negotiation with the family, request more information from the family, or may
require the family to sign a consent form so that DCHA may verify the need for the requested accommodation.

DCHA Policy
After a request for an accommodation is presented, DCHA will respond, in writing, within 10 business days. If DCHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of DCHA's operations), DCHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden. If DCHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, DCHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require DCHA to ensure that persons with disabilities related to hearing and vision have reasonable access to DCHA's programs and services [24 CFR 8.6]. At the initial point of contact with each applicant, DCHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

DCHA Policy
To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available. To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with DCHA staff, one-on-one assistance will be provided upon request. Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

DCHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

DCHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern DCHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the HCV offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- DCHA Plan provides information about self-evaluation, needs assessment, and transition plans. The design, construction, or alteration of DCHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program. When issuing a voucher to a family that includes an individual with disabilities, DCHA will include a current list of available accessible units known to DCHA and will assist the family in locating an available accessible unit, if necessary. In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

DCHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)]. When applicants with disabilities are denied assistance, the notice of denial must inform them of DCHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process. When a participant family's assistance is terminated, the notice of termination must inform them of DCHA's informal hearing process and their right to request a hearing and reasonable accommodation. When reviewing reasonable accommodation requests, DCHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to DCHA's decision to deny or terminate assistance.

If a reasonable accommodation will allow the family to meet the requirements, DCHA must make the accommodation.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the*Federal Register.*

DCHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants. In order to determine the level of access needed by LEP persons, DCHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to DCHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on DCHA.

2-III.B. ORAL INTERPRETATION

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DCHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

DCHA Policy
DCHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

DCHA Policy
In order to comply with written-translation obligations, DCHA will take the following steps:

DCHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, DCHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, DCHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves. If DCHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to DCHA's Housing Choice Voucher program and services.

DCHA Policy
If it is determined that DCHA serves very few LEP persons, and DCHA has very limited resources, DCHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process. If DCHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3, 25.104, and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or 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" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working. "Has a record of such impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities. "Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as DCHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations. The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the $400 elderly/disabled household deduction, the $480

dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses. The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

Chapter 3
ELIGIBILITY
INTRODUCTION

DCHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by DCHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program:

 The applicant family must:
- Qualify as a family as defined by HUD and DCHA.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security number information for family members as required.
- Consent to DCHA's collection and use of family information as provided for in DCHA provided consent forms.

 DCHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or DCHA.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and DCHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Assistance. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause DCHA to deny assistance.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c), HUD-50058 IB, p. 13]

The terms *family* and *household* have different meanings in the HCV program.

Family
To be eligible for assistance, an applicant must qualify as a family. *Family* is defined by HUD as a single person or a group of persons, a family with a child or children, two or more elderly or disabled persons living together, and one or more elderly or disabled persons, with one or more live-in aides. DCHA has the discretion to determine if any other group of persons qualifies as a family.

DCHA Policy
Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.
To qualify as a family when proposed family members are not related by blood, marriage, adoption, or other operation of law, DCHA will require applicants to demonstrate that the individuals have lived together previously, or certify that each individual's income and other resources will be available to meet the needs of the family.

Household
Household is a broader term that includes additional people who, with DCHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

Family Break-up [24 CFR 982.315]
DCHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, DCHA is bound by the court's determination of which family members continue to receive assistance.

DCHA Policy
When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted. In the absence of a judicial decision, or an agreement among the original family members, DCHA will determine which family retains their placement on the waiting list, or will continue to receive assistance taking into consideration the following factors:

(1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

Remaining Member of a Tenant Family [24 CFR 5.403]
The HUD definition of family includes the *remaining member of a tenant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family. If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6- I.B, for the policy on "Caretakers for a Child."

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

DCHA Policy
The family may designate any qualified family member as the head of household.
The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3-I.E. SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].
Spouse means the marriage partner of the head of household.

DCHA Policy
A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.
A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

DCHA Policy

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

3-I.F. DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Dependents

DCHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time. When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, DCHA will make the determination based on available documents such as court orders, documents from school or an IRS return showing which family has claimed the child for income tax purposes.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603, HVC GB p. 5-29]

A full-time student (FTS) is a person who is attending school or vocational training on a fulltime basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution. Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403]

Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

Near-Elderly Persons

A *near-elderly person* is a person who is at least 50 years of age but below the age of 62.

Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 6.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]

Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in

Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability. As discussed in Chapter 2, DCHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family
A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapter 6. Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent DCHA from denying assistance for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from terminating assistance following the policies in Chapter 12.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent.

DCHA Policy
A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 60 cumulative calendar days during any 12 month period. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

3.I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usuallypersons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or assisted family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, p. 13].

DCHA Policy

A *foster child* is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own

homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

DCHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member.

Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent 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.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

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.

Absent Head, Spouse, or Cohead

DCHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]
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 [HCV GB, p. 5-22].

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.

Return of Permanently Absent Family Members
DCHA Policy
The family must request DCHA approval for the return of any adult family members that DCHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

3-I.M. LIVE-IN AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403]. DCHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities. A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

DCHA Policy
A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services. DCHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:
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 PHA in connection with Section 8 or public housing assistance under the 1937 Act. DCHA will notify the family of its decision in writing.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the housing choice voucher program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

Types of Low-Income Families

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.
HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 982.201]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be one of the following:

 A *very low-income* family
 A *low-income* family that has been "continuously assisted" under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4]

DCHA Policy
DCHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by DCHA.
 A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173
 A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101

HUD permits DCHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with DCHA plan and the consolidated plans for local governments within DCHA's jurisdiction.

DCHA Policy
DCHA has not established any additional categories of eligible low-income families.

Using Income Limits for Targeting [24 CFR 982.201]
At least 75 percent of the families admitted to DCHA's program during DCHA'S fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if DCHA demonstrates that it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families. Families continuously assisted under the 1937 Housing Act and families living in eligible low income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not subject to the 75 percent restriction.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with DCHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]
HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals
In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit DCHA to request additional documentation of their status, such as a passport.

DCHA Policy
Family members who declare 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 Noncitizens
In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with DCHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance. Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens
Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. DCHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families
A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]
DCHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by DCHA that the individual or at least one family member is eligible [24 CFR 5.512(a)].

DCHA Policy
DCHA will not provide assistance to a family before the verification of at least one family member. When DCHA determines that an applicant family does not include any

citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice.
The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with DCHA. The informal hearing with DCHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process. Informal hearing procedures are contained in Chapter 16.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]
For new occupants joining the assisted family DCHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first. If an individual qualifies for a time extension for the submission of required documents, DCHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)]. Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

DCHA Policy
DCHA will verify the status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218]

For every family member age 6 or older the family must provide documentation of a valid Social Security Number (SSN) or a certification stating that no SSN has been issued. If a family member who is required to execute a certification is less than 18 years old, the certification must be executed by the individual's parent or guardian [24 CFR 5.216(j)]. Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 7. If a new member who is at least six years of age is added to the family, the new member's SSN documentation must be submitted at the family's next interim or regular reexamination, whichever comes first. If any member of the family who is at least six years of age obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the family's next regularly scheduled reexamination. DCHA must deny assistance to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230, HCV GB, p. 5-13]

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/

Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements. DCHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATIONS [24CFR.5.612 AND FR NOTICE 4 10 2006]

Section 327 of Public Law 109-115 and the implementing regulation at 24 CRF 5.612 established new restriction on the eligibiltuiy of certain student (both part and full time) who are enfolled in snstitution of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran is not married, and does not have a dependent child, the student's elibility must be examined along with the income eligibility of the student parents. In these cases, both the student and the student parents must be income eligible or the student to receive HCV assistance. If, however a student a these circumstance is determined independent from his/her parent in accordance with DCHA policy the income of the student's parents will not be considered in determine the student's eligibility.

Definitions – In determining whether and how the new eligibility restriction apply to a student, DCHA will rely on the following definitions [FR 4-10- 2006, p. 18148]

Dependent child – in the context of the student elibibilty restriction, dependent child means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of dependent in 24 CFR 5.603, which sates that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, is a person with a disability or is a full time student. Foster children and foster adults are not considered dependents.

Independent Student – DCHA will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met:

- The individual is of legal contract age under state law.
- The individual has established a household separate from his/her parent for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.
    - To be considered an independent student according to the Deparmtnet of Education, a student must meet one or more of the following criteria:
        - Be at least 24 years old by December 31 of the award year for which aid is sought

- Be an orphan or ward of the court through the age of 18
- Be a verteran of the U.S. Armed Forces
- Have one or more legal dependent other than a spouse (for example, dependent children or an elderly dependent parent)
- Be a graduate or professional student
- Be married.

- The individual was not claimed as a dependent by his/her parent pursuant to IRS regulation, as demonstrated on the parents' most recent tax forms.
- The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

Institution of Higher Education – DCHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an institution of higher education.

PART III: DENIAL OF ASSISTANCE

3-III.A. OVERVIEW

A family that does not meet the following eligibility criteria discussed in Parts I and II, must be denied assistance. In addition, HUD requires or permits DCHA to deny assistance based on certain types of current or past behaviors of family members.

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]
Denial of assistance includes any of the following:
 Not placing the family's name on the waiting list,
 Denying or withdrawing a voucher,
 Not approving a request for tenancy or refusing to enter into a HAP contract, or
 Refusing to process a request for or to provide assistance under portability procedures.

Prohibited Reasons for Denial of Assistance [24 CFR 982.202(b)]
HUD rules prohibit denial of assistance to the program based on any of the following criteria:
 Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
 Where a family lives prior to admission to the program
 Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside DCHA's jurisdiction (See Chapter 10, Portability.)

 Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
 Whether the family includes children
 Whether a family decides to participate in a family self-sufficiency program

3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

HUD requires DCHA to deny assistance in the following cases:
 Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require DCHA to admit an otherwise-eligible family if the household member has completed a DCHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

DCHA Policy
DCHA will admit an otherwise-eligible family who was evicted from federally assisted housing within the past 3 years for drug-related criminal activity, if DCHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by DCHA, or the person who committed the crime, is no longer living in the household.

 DCHA determines that any household member is currently engaged in the use of illegal drugs.

DCHA Policy
Currently engaged in is defined as any use of illegal drugs during the previous six months.
 DCHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

DCHA Policy
In determining reasonable cause, DCHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol.

 Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
 Any household member is subject to a lifetime registration requirement under a state sex offender registration program

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require DCHA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]

HUD permits, but does not require, DCHA to deny assistance if DCHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

DCHA Policy
If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past ten years, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as 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 reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]. Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DCHA (including a DCHA employee or a DCHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:
Conviction for drug-related or violent criminal activity within the past 10 years.
Any arrests for drug-related or violent criminal activity within the past 10 years.
Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 10 years. In making its decision to deny assistance, DCHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by case basis, decide not to deny assistance.

Previous Behavior in Assisted Housing [24 CFR 982.552(c)]

HUD authorizes DCHA to deny assistance based on the family's previous behavior in assisted housing:

DCHA Policy
DCHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program

or the Welfare to Work voucher program.

DCHA **will** deny assistance to an applicant family if:
The family does not provide information that DCHA or HUD determines is necessary in the administration of the program.
The family does not provide complete and true information to DCHA.
Any family member has been evicted from federally-assisted housing in the last 8 years.
Any PHA has ever terminated assistance under the program for any member of the family.
Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
The family owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt prior to being selected from the waiting list.
If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.
The family has breached the terms of a repayment agreement entered into with DCHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.
A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.
Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
In making its decision to deny assistance, DCHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, DCHA may, on a case-by-case basis, decide not to deny assistance.

3-III.D. SCREENING

Screening for Eligibility

DCHA is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists DCHA in complying with HUD requirements and DCHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records DCHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

DCHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)]. If DCHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, DCHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

Screening for Suitability as a Tenant [24 CFR 982.307]

DCHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. DCHA may opt to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

DCHA Policy

DCHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. DCHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

An owner may consider a family's history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires DCHA to provide prospective owners with the family's current and prior address (as shown in DCHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits DCHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

DCHA Policy

DCHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before.

3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE

Evidence [24 CFR 982.553(c)]

DCHA Policy

DCHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than 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.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)]
HUD authorizes DCHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandated (see Section 3-III.B).

DCHA Policy
DCHA will consider the following factors when making its decision:
The seriousness of the case, especially with respect to how it would affect other residents the effects that denial of assistance may have on other members of the family who were not involved in the action or failure
The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities
The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
DCHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member's Name from the Application [24 CFR 982.552(c)(2)(ii)]

HUD permits DCHA to impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which results in the denial of assistance, to not reside in the unit.

DCHA Policy
As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit. the family must present evidence of the former family member's current address upon DCHA's request.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]
If the family includes a person with disabilities, DCHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

DCHA Policy
If the family indicates that the behavior of a family member with a disability is the reason

for the proposed denial of assistance, DCHA will determine whether the behavior is related to the disability. If so, upon the family's request, DCHA will determine whether alternative measures are appropriate as a reasonable accommodation. DCHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

3-III.F. NOTICE OF ELIGIBILITY OR DENIAL

Eligible for Assistance

If the family is eligible for assistance, DCHA will notify the family when it extends the invitation to attend the voucher briefing appointment, as discussed in Chapter 5.
If DCHA determines that a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe (1) the reasons for which assistance has been denied (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures. If a criminal record is the basis of the denial, a copy of the record must accompany the notice. In addition, a copy of the criminal record must be provided to the subject of the record [24 CFR 982.553(d)]. Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

DCHA Policy
The family will be notified of a decision to deny assistance in writing.

EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES
Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:
 Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:
Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*
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, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

 Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.6001(8)], which defines developmental disability in functional terms as:
A severe, chronic disability of a person 5 years of age or older which:
- Is attributable to a mental or physical impairment or combination of mental and physical impairments;

- Is manifested before the person attains age twenty-two;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency; *and*
- Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided."

 Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.
A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.
For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]
Individual with handicaps means any person who has 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. 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.

As used in this definition, the phrase:

(1) Physical or mental impairment includes:
(a) 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
(b) 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.

(2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(3) 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.

(4) *Is regarded as having an impairment* means:
(a) 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;
(b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
(c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

Chapter 4
APPLICATIONS, WAITING LIST AND TENANT SELECTION
INTRODUCTION

When a family wishes to receive Section 8 HCV assistance, the family must submit an application that provides DCHA with the information needed to determine the family's eligibility. HUD requires DCHA to place all families that apply for assistance on a waiting list.

When HCV assistance becomes available, DCHA must select families from the waiting list in accordance with HUD requirements and DCHA policies as stated in the administrative plan and the annual plan.

DCHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, selecting families from the waiting list and must follow this approach consistently.

The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or DCHA to receive preferential treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served. HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that DCHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and DCHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how DCHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how DCHA'S waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process DCHA will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies that guide DCHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that DCHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the policies that guide DCHA's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes DCHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16]

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits DCHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by DCHA.

DCHA Policy
Depending upon the length of time that applicants may need to wait to receive assistance, DCHA may use a one- or two-step application process. A one-step process may be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance. A two-step process mayl be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, DCHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list. Families may obtain application forms from DCHA's office during normal business hours. Families may also request – by telephone or by mail – that a form be sent to the family via first class mail.

Completed applications must be returned to DCHA by mail, by fax, internet or submitted in person during normal business hours. Applications must be complete in order to be accepted by DCHA for processing. If an application is incomplete, DCHA will notify the family of the additional information required.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS
Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

DCHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard DCHA application process.

This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). DCHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or DCHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of DCHA's policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency
DCHA is required to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on DCHA's policies related to ensuring access to people with limited English proficiency (LEP).

4-I.D. PLACEMENT ON THE WAITING LIST

DCHA must review each complete application received and make a preliminary assessment of the family's eligibility. DCHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement on the Waiting List

DCHA Policy

If DCHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list.

Where a family is determined to be ineligible, DCHA will send written notification of the ineligibility. The notice will specify the reason for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

Eligible for Placement on the Waiting List

DCHA Policy
DCHA will send written notification of the preliminary eligibility determination. Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list. Applicants will be placed on the waiting list according to the date and time their complete application is received by DCHA.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

DCHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants. In addition, HUD imposes requirements on how DCHA may structure its waiting list and how families must be treated if they apply for assistance from DCHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

DCHA's HCV waiting list must be organized in such a manner to allow DCHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:
- Applicant name;
- Family unit size;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

HUD requires DCHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. DCHA IS permitted, but not required, to maintain a separate waiting list for each county or municipality served.

DCHA Policy
DCHA will maintain a single waiting list for the HCV program, with the exception of the Project Based Voucher program. HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the DCHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.
HUD permits, but does not require, that DCHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.
A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

DCHA Policy
DCHA will not merge the HCV waiting list with the waiting list for any other program the DCHA operates.

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

DCHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, DCHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

DCHA Policy
DCHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the list reaches 24 months for the most current applicants. Where DCHA has particular preferences or funding criteria that require a specific category of family, DCHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

Reopening the Waiting List

If the waiting list has been closed, it cannot be reopened until DCHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

DCHA Policy
DCHA will announce the reopening of the waiting list.
If the list is only being reopened for certain categories of families, this information will be contained in the notice.

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

DCHA must conduct outreach as necessary to ensure that DCHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.
Because HUD requires DCHA to serve a specified percentage of extremely low income families (see Chapter 4, Part III), DCHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].
DCHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

DCHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

 Submitting press releases to local newspapers, including minority newspapers
 Developing informational materials and flyers to distribute to other agencies
 Providing application forms to other public and private agencies that serve the low income population
 Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

DCHA Policy
While the family is on the waiting list, the family must immediately inform DCHA of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

HUD requires DCHA to establish policies to use when removing applicant names from the waiting list.

Purging the Waiting List

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to DCHA request for information or updates because of the family member's disability, DCHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

DCHA Policy
The waiting list will be updated annually to ensure that all applicants and applicant information is current and timely. To update the waiting list, DCHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that DCHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list. The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by DCHA not later than 10 business days from the date of DCHA'S letter.

If the family fails to respond within 10 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated. The family will have 10 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, Management may reinstate the family if s/he determines the lack of response was due to DCHA error, or to circumstances beyond the family's control.

Removal from the Waiting List

DCHA Policy
If at any time an applicant family is on the waiting list, DCHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because DCHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting and will inform the family how to request an informal review of DCHA's decision (see Chapter 16) [24 CFR 982.201(f)].

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

Applicant submitted fraudulent information.

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families receive assistance from the waiting list depends on the selection method chosen by DCHA and is impacted in part by any selection preferences that the family qualifies for. The source of HCV funding also may affect the order in which families are selected from the waiting list.

The DCHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to DCHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]
HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing

family residing in a HOPE 1 or 2 projects). In these cases, DCHA may admit families that are not on the waiting list, or without considering the family's position on the waiting list. DCHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]
HUD may award DCHA funding for a specified category of families on the waiting list. DCHA must use this funding only to assist the families within the specified category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

DCHA Policy
DCHA administers the following types of targeted funding:

Mainstream for Persons with Disabilities
Shelter Plus Care
Family Unification
Project Based Vouchers

Regular HCV Funding
Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

Each applicant will be advised that site based waiting lists are available for Calcon Gardens, Highland Homes, The Mills at Parkview and Parkview Homes and Apartments developments and that other Section 8 programs utilize a separate waiting list. All applicants will have the opportunity to apply for each waiting list. DCHA will establish a site based waiting list for Fairgrounds, Calcon Annex, Greenhill Court, Lincoln Park and Kinder Park Homes developments.

Applicants 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.

4-III.C. SELECTION METHOD

DCHA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the DCHA will use [982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]
DCHA is permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits DCHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with DCHA plan

and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

DCHA Policy
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 ration 1 selection for every 10th admission. This ratio is discretionary and will be reviewed at lease 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.

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 represent 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. 4 vouchers per year will be set aside for the Path Housing clients. This is in addition to the "special needs" program. Path Housing clients are chronic homeless individuals.

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

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.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during DCHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, DCHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

DCHA Policy
DCHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Ranking Local Preferences

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 for 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 cancelled.

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 sold 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.

Order of Selection
DCHA system of preferences may select families either according to the date and time of application, or by a random selection process [24 CFR 982.207(c)]. When selecting families from the waiting list DCHA is required to use targeted funding to assist only those families who meet the specified criteria, and DCHA is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

DCHA Policy
The order of selection is based on DCHA's system for weighing preferences.

Local Preferences

Local preference will be used to select families from the waiting list.

Among Applicants with Equal Preference, the waiting list well be organized by date and time.

4-III.D. NOTIFICATION OF SELECTION
When a family has been selected from the waiting list, DCHA must notify the family.

DCHA Policy
DCHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:
Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview
Who is required to attend the interview
Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation Other documents and information that should be brought to the interview

If a notification letter is returned to DCHA with no forwarding address, the family will be removed from the waiting list.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that DCHA obtain the information and documentation needed to make an eligibility determination though a private interview. Being invited to attend an interview does not constitute admission to the program.
Reasonable accommodation will be made for persons with disabilities who are unable to attend an interview due to their disability.

DCHA Policy
Families selected from the waiting list are required to participate in an eligibility

interview. The head of household and the spouse/cohead will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/cohead may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to DCHA.

The interview will be conducted only if the head of household or spouse/cohead provides appropriate documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, DCHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process. Where an advocate, interpreter or other third party is used to assist the family, the family and DCHA will execute a certification attesting to the role and assistance of the third-party.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, DCHA will provide translation services in accordance with DCHA's LEP plan.
If the family is unable to attend a scheduled interview, the family should contact DCHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview, DCHA will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without DCHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

DCHA must verify all information provided by the family (see Chapter 7). Based on verified information, the DCHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted admission, or selection preference that affected the order in which the family was selected from the waiting list.

DCHA Policy
If DCHA determines that the family is ineligible, DCHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. DCHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

BRIEFINGS AND VOUCHER ISSUANCE
INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, DCHA must ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing written documentation of information the family needs to know. Once the family is fully informed of the program's requirements, DCHA issues the family a voucher. The voucher includes the unit size the family qualifies for based on DCHA's subsidy standards, as well as the dates of issuance and expiration of the voucher. The voucher is the document that permits the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and DCHA policies related to these topics in two parts:

Part I: Briefings and Family Obligations. This part details the program's requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.

Part II: Subsidy Standards and Voucher Issuance. This part discusses DCHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS
5-I.A. OVERVIEW

HUD regulations require DCHA to conduct mandatory briefings for applicant families. The briefing provides a broad description of owner and family responsibilities, explains DCHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301]

DCHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, DCHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

DCHA Policy
Briefings will be conducted in group meetings.
Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, DCHA may approve another adult family member to attend the briefing.
Families that attend group briefings and still need individual assistance will be referred to an appropriate DCHA staff person.
Briefings will be conducted in English. For limited English proficient (LEP) applicants, DCHA will provide translation services in accordance with DCHA's LEP plan (See Chapter 2).

Notification and Attendance
DCHA Policy
Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, a notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any alternate address provided on the initial application.

Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. DCHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without DCHA approval, will be denied assistance (see Chapter 3).

Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:
 How the Housing Choice Voucher program works;
 Family and owner responsibilities;
 Where the family can lease a unit, including renting a unit inside or outside DCHA's jurisdiction;
 For families eligible under portability, an explanation of portability. DCHA cannot discourage eligible families from moving under portability;
 For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations; and
 For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.

DCHA Policy
When DCHA-owned units are available for lease, DCHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease,

and is not obligated to choose a DCHA-owned unit.

Briefing Packet [24 CFR 982.301(b)]

Documents and information provided in the briefing packet must include the following:

 The term of the voucher, and DCHA's policies on any extensions or suspensions of the term. If DCHA allows extensions, the packet must explain how the family can request an extension.

 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.

 An explanation of how the DCHA determines the maximum allowable rent for an assisted unit.

 Where the family may lease a unit. For a family that qualifies to lease a unit outside DCHA jurisdiction under portability procedures, the information must include an explanation of how portability works.

 The HUD-required tenancy addendum, which must be included in the lease.

 The form the family must use to request approval of tenancy**,** and a description of the procedure for requesting approval for a tenancy.

 A statement of DCHA policy on providing information about families to prospective owners.

 DCHA subsidy standards including when and how exceptions are made.

 The HUD brochure on how to select a unit.

 The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home.*

 Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.

 A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration.

 Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to DCHA.

 The family obligations under the program, including any obligations of a welfare-to-work family.

 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.

DCHA is located in a metropolitan FMR area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP

Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)].

 Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.

 Information about the characteristics of these areas including job opportunities, schools, transportation and other services.
 An explanation of how portability works, including a list of portability contact persons for neighboring PHAs including names, addresses, and telephone numbers.

Additional Items to be Included in the Briefing Packet
In addition to items required by the regulations, DCHA may wish to include supplemental materials to help explain the program to both participants and owners.

5-I.C. FAMILY OBLIGATIONS

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. DCHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

Time Frames for Reporting Changes Required By Family Obligations
DCHA Policy
Unless otherwise noted below, when family obligations require the family to respond to a request or notify the PHA of a change, notifying DCHA of the request or change within 10 business days is considered prompt notice.

When a family is required to provide notice to DCHA, the notice must be in writing.

Family Obligations [24 CFR 982.551]
Following is a listing of a participant family's obligations under the HCV program:
 The family must supply any information that DCHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
 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.
 The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 Any information supplied by the family must be true and complete.
 The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

DCHA Policy
Damages beyond normal wear and tear will be considered to be damages which could be

assessed against the security deposit.

 The family must allow DCHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
 The family must not commit any serious or repeated violation of the lease.
DCHA Policy DCHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict. Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.
 The family must notify DCHA and the owner before moving out of the unit or terminating the lease.

DCHA Policy
The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to DCHA at the same time the owner is notified.
 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 notify the DCHA in writing 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.

DCHA Policy
The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. DCHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

 The family must promptly notify DCHA in writing if any family member no longer lives in the unit.
 If DCHA has given approval, a foster child or a live-in aide may reside in the unit. DCHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when DCHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
 The family must not sublease the unit, assign the lease, or transfer the unit.
DCHA Policy Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
 The family must supply any information requested by DCHA to verify that the family is living in the unit or information related to family absence from the unit.
 The family must promptly notify DCHA when the family is absent from the unit.

DCHA Policy
Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to DCHA at the start of the extended absence.

 The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].

 The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).

 Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).

 Family members 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. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.

 Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and DCHA policies related to alcohol abuse.

 An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.

 A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DCHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW

DCHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. DCHA also must establish policies related to the issuance of the voucher, to the voucher term, and to any extensions or suspensions of that term.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

For each family, DCHA determines the appropriate number of bedrooms under DCHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room. The following requirements apply when DCHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two person family.
- Any live-in aide (approved by DCHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under DCHA subsidy standards.

DCHA Policy

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 aides will be allocated a separate bedroom. No additional bedrooms are provided for the live in aides family.
Single person families will be allocated one bedroom.
DCHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size Persons in Household
(Minimum – Maximum)
1 Bedroom 1-2
2 Bedrooms 2-4
3 Bedrooms 3-6
4 Bedrooms 4-8
5 Bedrooms 6-10

5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, DCHA may grant an exception to its established subsidy standards if DCHA determines that the exception is justified by

the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:
 A need for an additional bedroom for medical equipment
 A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

DCHA Policy
DCHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability–related request for accommodation is readily apparent or otherwise known.

DCHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, DCHA issues a Housing Choice Voucher, form HUD-52646.

This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration.

It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that DCHA has determined the family to be eligible for the program, and that DCHA expects to have money available to subsidize the family if the family finds an approvable unit. However, DCHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in DCHA's housing choice voucher program [Voucher, form HUD-52646]

A voucher can be issued to an applicant family only after DCHA has determined that the family is eligible for the program based on information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

DCHA Policy
Vouchers will be issued to eligible applicants immediately following the mandatory briefing. DCHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, DCHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10]. If DCHA determines that there is insufficient funding after a voucher has been issued, DCHA may rescind the voucher and place the affected family back on the waiting list.

5-II.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

DCHA Policy
The initial voucher term will be 60 calendar days.
The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless DCHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]

DCHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that DCHA can approve. Discretionary policies related to extension and expiration of search time must be described in DCHA's administrative plan [24 CFR 982.54].

DCHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of DCHA's decision to approve or deny an extension. DCHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

DCHA Policy
DCHA will automatically approve one 30-day extension upon written request from the family.

DCHA will approve additional extensions only in the following circumstances:
It is necessary as a reasonable accommodation for a person with disabilities.
It is necessary due to reasons beyond the family's control, as determined by

DCHA. Following is a list of extenuating circumstances that DCHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

Serious illness or death in the family

Other family emergency

Obstacles due to employment

Whether the family has already submitted requests for tenancy approval that were not approved by DCHA

Whether family size or other special requirements make finding a unit difficult
Any request for an additional extension must include the reason(s) an additional extension is necessary. DCHA may require the family to provide documentation to support the request.

All requests for extensions to the voucher term must be made in writing and submitted to DCHA prior to the expiration date of the voucher (or extended term of the voucher). DCHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will immediately provide the family written notice of its decision.

Suspensions of Voucher Term [24 CFR 982.303(c)]
At its discretion, DCHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RTA) during the voucher term. "Suspension" means stopping the clock on a family's voucher term from the time a family submits the RTA until the time the DCHA approves or denies the request [24 CFR 982.4]. DCHA's determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

DCHA Policy
When a Request for Tenancy Approval and proposed lease is received by DCHA, the term of the voucher will not be suspended while DCHA processes the request.

Expiration of Voucher Term
Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, DCHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

DCHA Policy
If an applicant family's voucher term or extension expires before DCHA has submitted a Request for Tenancy Approval (RTA), DCHA will require the family to reapply for

assistance. If the RTA is subsequently disapproved by DCHA (after the voucher term has expired), the family will be required to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, DCHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.

[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 require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and DCHA policies for calculating adjusted income are found in Part II.

 Part III: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining DCHA 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 co-head 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 [HCV GB, p. 5-18].

DCHA Policy
Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent 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 the DCHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

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.

Absent Head, Spouse, or Co-head
DCHA Policy
An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

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 Dependents

DCHA Policy
Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, DCHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

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 DCHA 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 DCHA to use other than current circumstances to anticipate income when:
 An imminent change in circumstances is expected [HCV GB, p. 5-17]
 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)]
 DCHA 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 DCHA 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. This requirement will be imposed even if DCHA's policy in Chapter 11 does not require interim reexaminations for other types of changes.

Using Enterprise Income Verification (EIV) to Project Income

HUD strongly recommends the use of enterprise income verification (EIV). EIV 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" [VG, p. 7]. HUD allows DCHA to use UIV information in conjunction with family-provided documents to anticipate income [UIV].

DCHA Policy

PHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family-provided documents dated within the last 60 days of DCHA'S interview date.

DCHA will follow "HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (EIV) Data Is Available" in handling differences between EIV 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 EIV information for a particular income source differs from the information provided by a family by less than $200 per month, DCHA will follow these guidelines:

If the EIV figure is less than the family's figure, DCHA will use the family's

information. If the EIV figure is more than the family's figure, DCHA will use the EIV 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 EIV 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.

The DCHA will analyze all EIV, third-party, and family provided data and attempt to resolve the income discrepancy.

The 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)]. (See Eligibility chapter for a definition of *foster children*.)

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 co-head) 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 [HCV GB, p. 5-29].

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)]. (See Eligibility chapter for a full discussion of live-in aides.)

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 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)].

DCHA Policy
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

DCHA defines *prior income,* or *pre-qualifying income,* as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or pre-qualifying, 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 pre-qualifying 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 and 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 DCHA 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) DCHA 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.

DCHA Policy
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 [HCV GB, p. 5-28].

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, the PHA 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."

DCHA Policy
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 the PHA 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 [HCV GB, p. 5-27].

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 re-certifications, the family may request an interim re-certification to eliminate consideration of the asset(s).
Assets placed by the family in non-revocable 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 Re-certification 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 [HCV GB, p. 5-25]. 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 [HCV GB, p. 5-26]. While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].
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 [HCV GB, p. 5- 26], 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 [HCV GB, p. 5-25].

Personal Property
Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

DCHA Policy
In determining the value of personal property held as an investment, DCHA will use the family's estimate of the value. However, the 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 [HCV GB 5-25]. 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 [24 CFR 5.609(b)(4) and HCV, p. 5-14]

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 PHA 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 [HCV GB, p. 5-18].
 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. The DCHA must request that the welfare agency inform DCHA 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 [HCV GB, pp. 5-23 and 5-47].
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 non-monetary 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.
Non-monetary 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.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)

In 2005, Congress passed a law (for Section 8 Programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some student, the full exclusion still applies.

Student Financial Assistance **Included** in Annual Income [24CFR5.609(b)(9) and FR 4-10-06]

The regulation requiring the inclusion of certain student financial assistance applies only to student who satisfy all of the following conditons:

- They are enrolled in an institution of higher educatin, as defined uner the Higher Education Act (HEA) of 1965
- They are seeking or receiving Section 8 assistance on their owne – that is, apart from their parent – throught the HCV program, the project based voucher program or the moderate rehabilitation program.
- They are under 24 years of age OR they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the abovje requirements, DCHA will use the definition of dependent child, instituin of higher education, and parents in Section 3-II.E, along with the following definition [FR 4-10-06, pp. 18148-18150]:

- Assistance under the Higher Education Act of 1965 includes Pell Grants, Federal Supplement Education Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Education Assistance Partnership Program, The Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- Assistance from private sources means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- Tuition will have the meaning given this term by the institution of higher education in which the student is enrolled.

Student Financial Assistance **Excluded** from Annual Income [24CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609 (b)(9) is fully excluded from annual income under 24 CFR 5.609 (c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parent who are seeking or receiving Housing Choice Voucher Assistance.
- Students who are enrolled in an educational institution that does not meet the 1965 HEA definition of institution of higher education
- Students who are over 23 and have at lease one dependent child
- Student who are receiving financial assistance througha governmental program not authorized uner the 1965 HEA.

6-I.M. 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 sub marginal 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 *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 [DCHA] 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) Un reimbursed medical expenses of any elderly family or disabled family;
(ii) Un reimbursed 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 non school 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 [VG, p. 28].

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 co head 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 provided in the *HCV Guidebook* 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" [HCV GB, p. 5-30]. HUD advises DCHA to further define and describe auxiliary apparatus [VG, p. 30].

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 [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household, are included when determining the family's child care expenses [HCV GB, p. 5-29].

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 [HCV GB, p. 5-30].

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 [VG, p. 26].

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.

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)
- A minimum rent between $0 and $50 that is established by the DCHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

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.

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.)

DCHA 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 the 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 PHA has established a minimum rent of $50.

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 DCHA has established a minimum rent of $35.

Family Share – No Hardship Family Share – With Hardship
$0
$15
N/A

$35
30% of monthly adjusted income
10% of monthly gross income
Welfare rent
Minimum rent
$0
$15
N/A
$35
30% of monthly adjusted income
10% of monthly gross income
Welfare rent
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 the PHA the amounts suspended. HUD requires DCHA to offer a reasonable repayment agreement, on terms and conditions established by 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 16 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 DCHA's payment standards. The establishment and revision of DCHA's payment standard schedule are covered in Chapter 16. *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. If DCHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, DCHA must use the appropriate payment standard for the exception area. 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, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

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 [HCV GB, p. 7-8].

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. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

DCHA'S -established utility allowance schedule is used in determining family share and DCHA subsidy. DCHA 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 DCHA subsidy standards. See Chapter 5 for information on DCHA's subsidy standards. For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation
HCV program regulations require DCHA to approve a utility allowance amount higher than shown on DCHA'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 the 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 [HCV GB, p. 18-8].

Utility Allowance Revisions
At reexamination, DCHA must use DCHA'S current utility allowance schedule [24 CFR 982.517(d)(2)].

DCHA Policy
Revised utility allowances will be applied to a family's rent and subsidy calculations at the first 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. The PHA 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, DCHA subsidy for a family is calculated at $500 and two of four family members are ineligible, DCHA 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
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 recipients; and
(ii) 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 for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, 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 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 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 fulltime 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 DCHAs 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 Determining Eligibility or 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, DCHA 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 therefore.
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 DISABILITIES

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 in 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

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.
(a) *Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (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 a result 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 the 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 DCHA 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 decision.*
(1) Public housing. If a public housing tenant claims that the DCHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if DCHA denies the family's request to modify such amount, DCHA shall give the tenant written notice of such denial, with a brief explanation of the basis for DCHA’S determination of the amount of imputed welfare income. DCHA’S notice shall also state that if the tenant does not agree with DCHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review DCHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfareincome in order to obtain a grievance hearing on DCHA determination.
(2) Section 8 participant. 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 the DCHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with DCHA determination, the family may request an informal hearing on the determination under DCHA hearing procedure.
(e) *DCHA 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 DCHA 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 DCHA.

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 the DCHA. The documents must not bedamaged, altered or in any way illegible.

DCHA 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 members 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 (EIV)

Enterprise income verification (EIV) refers to DCHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to DCHA. DCHA must restrict access to and safeguard EIV 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 EIV generated information. No adverse action can be taken against a family until the PHA has independently verified the EIV 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
EIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV 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 DCHA's policy on the use of EIV to project annual income and for DCHA's threshold for substantial difference.
When No Substantial Difference Exists
If EIV information does not differ substantially from family information, the EIV 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 EIV 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).

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD required DCHA to use the EIV system when available. The following policies will apply when DCHA has access to the system.

Tenant Income Data (TID) Reports

The data whow on TID reports is updated quarterly, Data may be between 3-6 months old at the time reports are generated.

DCHA policy

- DCHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular process.
- TID reports will be compared to family – provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income, as described in Chapter 6. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies fro resolving discrepancies between TID reports and famly – provided information will be resolved as described in Chapter 6 and this chapter.
- TID reports will be used in interim re-examinations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and or SSI benefits, and to verify that families caliming zero income are not receiving income from any of these sources.
- TID reports will be retained in participant files.
- When DCHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken.

Exceeds Threshold Reports (ETRs)

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between 6 months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addion of new family members.

DCHA policy

- DCHA will generate and review ETRs on a monthly basis. The ETR threshold percentage will be adjusted as necessary based on the finding in the ETR's
- In reviewing ETR,s DCHA will begin with the largest discrepancies.

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 [VG, p. 15].

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 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th 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 5 business days for the information to be provided. If the information is not provided by the 6th business day, DCHA will use any information provided orally in combination with reviewing family-provided documents.

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 DCHA's interim reexamination policy.

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 [HCV GB, p. 5-28].
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 [VG, p. 15].

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 [VG, p. 15]. For example, DCHA will rely upon review of documents when 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 [VG, p. 18].

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 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
DCHA 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 Vehicles
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
DHA 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
Certification by the head of household is normally sufficient verification. If DCHA has reasonable doubts about a marital relationship, DCHA will require the family to document the marriage.
A marriage certificate generally is required to verify that a couple is married.
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 [VG, p. 24]:

- 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 EIV System when it is available, or HUD's Tenant Assessment Subsystem (TASS). If the HUD EIV 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 [HCV GB, pp. 5-3 and 5-7]

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 United States Citizenship and Immigration Services (USCIS). The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

DCHA must verify any preferences claimed by an applicant.
DCHA Policy
DCHA offers no preferences; therefore no verification of preferences is required.

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

Tips

DCHA Policy
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
Social Security/SSI Benefits

DCHA Policy
To verify the SS/SSI benefits of applicants, DCHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), DCHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to DCHA.
To verify the SS/SSI benefits of participants, DCHA will obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS). If benefit information is not available in HUD systems, DCHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) DCHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to DCHA.

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 [HCV GB, p. 5-28].

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, DCHA will confirm that 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 co head 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.). A copy of the tax return may be used to verify annual amounts claimed for child care expenses.

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 DCHA 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 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: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]

 All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to DCHA.
 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 USCIS document. Acceptable USCIS documents are listed below.
 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 USCIS"
 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 USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS 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).
 Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".

Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.
 A receipt issued by the USCIS 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 USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

Chapter 8
HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS
[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION
HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits DCHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and DCHA-established requirements. HQS inspections are required before the Housing Assistance Payments (HAP) Contract is signed and at least annually during the term of the contract. HUD also requires DCHA to determine that units rented by families assisted under the HCV program have rents that are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and DCHA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections DCHA will make and the steps that will be taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies DCHA will use to make rent reasonableness determinations.
Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

PART I: PHYSICAL STANDARDS
8.I.A. GENERAL HUD REQUIREMENTS
HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards cover the following areas:
 Sanitary facilities
 Food preparation and refuse disposal
 Space and Security
 Thermal Environment
 Illumination and electricity
 Structure and materials
 Interior Air Quality
 Water Supply
 Lead-based paint
 Access
 Site and neighborhood
 Sanitary condition
 Smoke Detectors
A summary of HUD performance criteria is provided in Attachment 8-1. Additional guidance on these requirements is found in the following HUD resources:
 Housing Choice Voucher Guidebook, Chapter 10.
 HUD Housing Inspection Manual for Section 8 Housing
 HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)
 HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Tenant Preference Items
HUD requires DCHA to enforce minimum HQS but also requires that certain judgments about acceptability be left to the family. For example, DCHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable. Attachment 8-2 summarizes those items that are considered tenant preferences.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained.[24 CFR 100.203; Notice 2003-31]. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

DCHA Policy
Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to DCHA for review.

8.I.B. ADDITIONAL LOCAL REQUIREMENTS

DCHA may impose additional quality standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if DCHA additions are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

Thermal Environment [HCV GB p.10-7]
The PHA must define a “healthy living environment” for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

DCHA Policy
The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 15 and May 15.

Clarifications of HUD Requirements
DCHA Policy
As permitted by HUD, DCHA has adopted the following specific requirements that elaborate on HUD standards.

Walls-In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.
Windows-Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.
Windows must be weather-stripped as needed to ensure a weather-tight seal.
Window screens must be in good condition (applies only if screens are present).
Doors All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
All interior doors must have no holes, have all trim intact, and be openable without the use of a key.
Floors-All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced. All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.
Sinks-All sinks and commode water lines must have shut off valves, unless faucets are wall mounted. All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly. All sinks must have functioning stoppers.
Security-If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

8.I.C. LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires DCHA to define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of DCHA notification.

DCHA Policy
The following are considered life threatening conditions:
Any condition that jeopardizes the security of the unit
Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
Natural or LPgas or fuel oil leaks
Any electrical problem or condition that could result in shock or fire
Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
Utilities not in service, including no running hot water
Conditions that present the imminent possibility of injury
Obstacles that prevent safe entrance or exit from the unit
Absence of a functioning toilet in the unit
Inoperable smoke detectors
If an owner fails to correct life threatening conditions as required by DCHA, the

housing assistance payment will be abated and the HAP contract will be terminated. See 8-II-G.
If a family fails to correct a family caused life threatening condition as required by DCHA, DCHA may terminate the family's assistance. See 8-II.H.
The owner will be required to repair an inoperable smoke detector unless DCHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:
- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

8-I-E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If DCHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, DCHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner. Within 30 days after receiving the risk assessment report from DCHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the "hazard reduction" as required, the dwelling unit is in violation of HQS and DCHA will take action in accordance with Section 8-II.G. DCHA reporting requirements, and data collection and record keeping responsibilities related to children with an environmental intervention blood lead level are discussed in Chapter 16.

8-I-F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.403]

If DCHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, DCHA must issue the family a new voucher, and the family and DCHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, DCHA must terminate the HAP contract in accordance with its terms.

PART II: THE INSPECTION PROCESS
8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections
DCHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.
 Initial Inspections. DCHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.
 Annual Inspections. HUD requires DCHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.
 Special Inspections. A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
 Quality Control Inspections. HUD requires that a sample of units be reinspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Inspection of PHA-owned Units [24 CFR 982.352(b)]
DCHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a DCHA-owned unit. A DCHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by DCHA). The independent agency must communicate the results of each inspection to the family and DCHA. The independent agency must be approved by HUD, and may be the unit of general local government for DCHA jurisdiction (unless DCHA is itself the unit of general local government or an agency of such government).

Inspection Costs
DCHA may not charge the family or owner for unit inspections [24 CFR 982.405(e)]. In the case of inspections of DCHA-owned units, DCHA may compensate the independent agency from ongoing administrative fee for inspections performed. DCHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

Notice and Scheduling
The family must allow DCHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

DCHA Policy
Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m. Generally inspections will be conducted on business days only. In the case of a life threatening emergency, DCHA will give as much notice as possible, given the nature of the emergency.

Attendance at inspections by owner and family.
HUD permits DCHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

DCHA Policy
When a family occupies the unit at the time of inspection an adult family member must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.
At initial inspection of a vacant unit, DCHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]
Timing of Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP Contract. HUD requires DCHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

DCHA Policy
DCHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

Inspection Results and Reinspections
DCHA Policy
If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by DCHA for good cause. DCHA will reinspect the unit within 5 business days of the date the owner notifies DCHA that the

required corrections have been made.
If the time period for correcting the deficiencies (or any DCHA-approved extension) has elapsed, or the unit fails HQS at the time of the reinspection, DCHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. DCHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.
Following a failed reinspection, the family may submit a new Request for Tenancy Approval for the unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utilities
Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

DCHA Policy
If utility service is not available for testing at the time of the initial inspection, the DCHA will allow the utilities to be placed in service after the unit has met all other HQS requirements. DCHA will reinspect the unit to confirm that utilities are operational before the HAP contract is executed by DCHA.

Appliances
DCHA Policy
If the family is responsible for supplying the stove and/or refrigerator, DCHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by DCHA. DCHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

8.II.C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

Scheduling the Inspection
Each unit under HAP contract must have an annual inspection no more than 12 months after the most recent inspection.

DCHA Policy
If an adult family member cannot be present on the scheduled date, the family should request that DCHA reschedule the inspection. DCHA and family will agree on a new inspection date that generally should take place within 10 business days of the originally scheduled date. DCHA may schedule an inspection more than 10 business days after the original date for good cause.
If the family misses the first scheduled appointment without requesting a new inspection date, DCHA will automatically schedule a second inspection. If the family misses two

scheduled inspections without DCHA approval, DCHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.D. SPECIAL INSPECTIONS [HCV GB p. 10-30]

DCHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit.

DCHA Policy
During a special inspection, DCHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.
If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled DCHA may elect to conduct a full annual inspection.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b), HCV GB p. 10-32]

HUD requires DCHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.
The unit sample must include only units that have been inspected within the preceding 3 months.
The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

8.II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions
The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, DCHA will determine (1) whether or not the failure is a life threatening condition and (2) whether the family or owner is responsible.

DCHA Policy
When life threatening conditions are identified, DCHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of DCHA's notice. When failures that are not life threatening are identified, DCHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally not more than 30 days will be allowed for the correction.
The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected

within the specified time frame (or any DCHA-approved extension), the owner's HAP will be abated in accordance with DCHA policy (see 8-II.G.). Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any DCHA-approved extension, if applicable) the family's assistance will be terminated in accordance with DCHA policy (see Chapter 12).

Extensions
For conditions that are life-threatening, the DCHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, DCHA may grant an exception to the required time frames for correcting the violation, if DCHA determines that an extension is appropriate [24 CFR 982.404].

DCHA Policy
Extensions will be granted in cases where DCHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:
A repair cannot be completed because required parts or services are not available.
A repair cannot be completed because of weather conditions.
A reasonable accommodation is needed because the family includes a person with disabilities.
The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Reinspections
DCHA Policy
DCHA will conduct a reinspection immediately following the end of the corrective period, or any DCHA approved extension.
The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, DCHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with DCHA policies. If DCHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, DCHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8.II.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, DCHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by the DCHA, HUD requires DCHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.2(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

DCHA Policy
DCHA will make all HAP abatements effective the first of the month following the expiration of DCHA specified correction period (including any extension).
DCHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection. During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination
DCHA must decide how long any abatement period will continue before the HAP contract will be terminated. DCHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time and must give the owner reasonable notice of the termination. DCHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

DCHA Policy
The maximum length of time that a HAP may be abated is 90 days. However, if the owner completes corrections and notifies DCHA before the termination date of the HAP contract, DCHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.
Reasonable notice of HAP contract termination by DCHA is 30 days.

8.II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by DCHA (and any extensions), DCHA will terminate the family's assistance, according to the policies described in Chapter 12. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

No HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program. HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the

same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

DCHA-owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a DCHA-owned unit, DCHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A DCHA-owned unit is defined as a unit that is owned by DCHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by DCHA). The independent agency must communicate the results of the rent reasonableness determination to the family and DCHA. The independent agency must be approved by HUD, and may be the unit of general local government for DCHA jurisdiction (unless DCHA is itself the unit of general local government or an agency of such government).

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-initiated Rent Determinations

DCHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. DCHA (or independent agency in the case of DCHA-owned units) will assist the family with the negotiations upon request. At initial occupancy DCHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family.

Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

DCHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, DCHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises DCHA will consider unit size and length of tenancy in the other units.

DCHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after DCHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

DCHA- and HUD-Initiated Rent Reasonableness Determinations
HUD requires DCHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 5 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct DCHA to make a determination at any other time. DCHA may decide that a new determination of rent reasonableness is needed at any time.

DCHA Policy
In addition to the instances described above, DCHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) DCHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires DCHA to take into consideration the factors listed below when determining rent comparability. DCHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.
 Location and age
 Unit size including the number of rooms and square footage of rooms
 The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
 The quality of the units including the quality of the original construction, maintenance and improvements made.
 Amenities, services, and utilities included in the rent

Units that Must Not be Used as Comparables
Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs:
Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Rents Charged for Other Units on the Premises
The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.
By accepting the PHA payment each month the owner certifies that the rent is not more

than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give DCHA information regarding rents charged for other units on the premises.

8-III.D . DCHA RENT REASONABLENESS METHODOLOGY

How Market Data is Collected

DCHA Policy
DCHA will collect and maintain data on market rents in DCHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 24 months old will be eliminated from the database.

How Rents are Determined

DCHA Policy
The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. DCHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, DCHA may make adjustments to the range of prices to account for these differences.
The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).
Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).
The adjustment must reflect the rental value of the difference – not its construction costs (e.g., it might cost $20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rents units are presumed to have functioning roofs).
When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of $500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $500 x 11 months = 5500/12 months = actual monthly rent of $488.
DCHA will notify the owner of the rent DCHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. DCHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 business days of DCHA’s request for information or the owner’s request to submit information.

EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:
 24 CFR 982.401, Housing Quality Standards (HQS)
 Housing Choice Voucher Guidebook, Chapter 10.
 HUD Housing Inspection Manual for Section 8 Housing
 HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities-The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.
Food Preparation and Refuse Disposal-The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.
Space and Security-The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.
Thermal Environment-The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.
Illumination and Electricity-Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.
Structure and Materials-The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
Interior Air Quality-The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.
Water Supply-The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.
Lead-Based Paint-Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:
 Disclose known lead-based paint hazards to prospective tenants before the lease is signed,

 provide all prospective families with "Protect Your Family from Lead in Your Home",
 Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by DCHA
 Notify tenants each time such an activity is performed
 Conduct all work in accordance with HUD safe practices
 As part of ongoing maintenance ask each family to report deteriorated paint.
For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by DCHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities. See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.
Access-Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.
Site and Neighborhood-The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.
Sanitary Condition-The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.
Smoke Detectors-Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).
Hazards and Heath/Safety-The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.

EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:
 Housing Choice Voucher Guidebook, Chapter 10.
 HUD Housing Inspection Manual for Section 8 Housing
 HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00) Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.
 Sanitary Facilities. The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.

 Food Preparation and Refuse Disposal. The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
 Space and Security. The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.
 Energy conservation items. The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.
 Illumination and Electricity. The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.
(6) *Structure and Materials*. Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
(7) *Indoor Air* Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
(8) *Sanitary Conditions*. The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
(9) *Neighborhood conditions*. Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit. Families have no discretion with respect to lead-based paint standards and smoke detectors.

Chapter 9
GENERAL LEASING POLICIES
INTRODUCTION

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract.
In order for DCHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, DCHA must determine that all the following program requirements are met:
 The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
 The unit must be inspected by the PHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
 The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
 The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
 The owner must be an eligible owner, approvable by DCHA, with no conflicts of interest [24 CFR 982.306]
 For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]

9-I.A. TENANT SCREENING

DCHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy [24 CFR 982.307(a)(1)].
DCHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of DCHA's policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].
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 must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. DCHA must provide the owner with the family's current and prior address (as shown in DCHA records); and the name and address (if known to DCHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].
DCHA is permitted, but not required, to offer the owner other information in DCHA's possession about the family's tenancy [24 CFR 982.307(b)(2)].
DCHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

DCHA Policy
DCHA will not screen applicants for family behavior or suitability for tenancy.
DCHA will not provide additional screening information to the owner.

9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request DCHA to approve the assisted tenancy in the selected unit.
The owner and the family must submit two documents to DCHA:
 Completed Request for Tenancy Approval (RTA) – Form HUD-52517
 Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for DCHA to determine whether to approve the assisted tenancy in this unit.
Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DCHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.
For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement. Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

DCHA Policy
The RTA must be signed by both the family and the owner.
The owner may submit the RTA on behalf of the family.
Completed RTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, or by fax.
The family may not submit, and DCHA will not process, more than one (1) RTA at a time.
When the family submits the RTA DCHA will review the RTA for completeness.
If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, DCHA will notify the family and the owner of the deficiencies.
Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, or by fax. DCHA will not accept missing information over the phone.
When the family submits the RTA and proposed lease, DCHA will also review the terms of the RTA for consistency with the terms of the proposed lease.
If the terms of the RTA are not consistent with the terms of the proposed lease, DCHA will notify the family and the owner of the discrepancies.
Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail or by fax. DCHA will not accept corrections by phone.

Because of the time sensitive nature of the tenancy approval process, DCHA will attempt to communicate with the owner and family by phone, fax, or email. DCHA will use mail when the parties can't be reached by phone, fax, or email.

9-I.C. OWNER PARTICIPATION

DCHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where DCHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)]
See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

9-I.D. ELIGIBLE UNITS

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in DCHA's jurisdiction. This includes the dwelling unit they are currently occupying.

Ineligible Units [24 CFR 982.352(a)]

DCHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories;

units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

DCHA-Owned Units [24 CFR 982.352(b)]
Otherwise eligible units that are owned or substantially controlled by DCHA issuing the voucher may also be leased in the voucher program. In order for DCHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and DCHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select DCHA-owned unit without any pressure or steering by DCHA.

Special Housing Types [24 CFR 982 Subpart M]
HUD regulations permit, but do not generally require, DCHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. See Chapter 15 for specific information and policies on any of these housing types that DCHA has chosen to allow. The regulations do require DCHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]
A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:
 Public or Indian housing assistance;
 Other Section 8 assistance (including other tenant-based assistance);
 Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
 Section 101 rent supplements;
 Section 236 rental assistance payments;
 Tenant-based assistance under the HOME Program;
 Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
 Any local or State rent subsidy;
 Section 202 supportive housing for the elderly;
 Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
 Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

Unit Size
In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 5 for a full discussion of subsidy standards.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]
In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

Rent Burden [24 CFR 982.508]
Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the dwelling unit rent must be at a level where the family's share of rent does not exceed 40 percent of the family's monthly adjusted income. See Chapter 6 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute and enter into a written dwelling lease for the assisted unit. This written lease is a contract between the tenant family and the owner; DCHA is not a party to this contract. The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

Lease Form and Tenancy Addendum [24 CFR 982.308]
If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form. All provisions in the HUD-required Tenancy Addendum must also be added word-for-word to the owner's standard lease form, for use with the assisted family.

The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by DCHA. As a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

DCHA Policy
DCHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

Lease Information [24 CFR 982.308(d)]
The assisted dwelling lease must contain all of the required information as listed below:
 The names of the owner and the tenant:
 The unit rented (address, apartment number, and any other information needed to identify the contract unit)
 The term of the lease (initial term and any provisions for renewal)
 The amount of the monthly rent to owner
 A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

Term of Assisted Tenancy
The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.
The HUD program regulations permit DCHA to approve a shorter initial lease term if certain conditions are met.

DCHA Policy
DCHA will not approve an initial lease term of less than one (1) year.
During the initial term of the lease, the owner may not raise the rent to owner [24 CFR 982.309]. Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be in the dwelling lease if they exist.

Security Deposit [24 CFR 982.313 (a) and (b)]
The owner may collect a security deposit from the tenant. DCHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if DCHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

DCHA Policy
DCHA will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

Separate Non-Lease Agreements between Owner and Tenant
Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus DCHA's housing assistance payments to the owner [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily

included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

DCHA Policy
DCHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.
Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.
Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.
The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.
Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

DCHA Review of Lease
DCHA will review the dwelling lease for compliance with all applicable requirements.

DCHA Policy
If the dwelling lease is incomplete or incorrect, DCHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, or by fax. DCHA will not accept missing and corrected information over the phone Because the initial leasing process is time-sensitive, DCHA will attempt to communicate with the owner and family by phone, fax, or email. DCHA will use mail when the parties can’t be reached by phone, fax, or email.
DCHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if DCHA determines that the lease does not comply with State or local law [24 CFR 982.308(c)]

DCHA Policy
DCHA will not review the owner’s lease for compliance with state/local law.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, DCHA must promptly notify the family and owner whether the assisted tenancy is approved. Prior to approving the assisted tenancy and execution of a HAP contract, the DCHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by DCHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must is reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by DCHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

DCHA Policy

If the terms of the RTA/proposed lease are changed for any reason, including but not limited to negotiation with the PHA, DCHA will obtain corrected copies of the RTA and proposed lease, signed by the family and the owner.

Corrections to the RTA/proposed lease will only be accepted as hard copies, in person, by mail, or by fax. DCHA will not accept corrections over the phone.

If DCHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. DCHA will instruct the owner and family of the steps that are necessary to approve the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability (including rent burden and rent reasonableness), DCHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between DCHA and the owner of the dwelling unit occupied by a housing choice voucher assisted family. Under the HAP contract, DCHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.

The HAP contract format is prescribed by HUD.

If DCHA has given approval for the family of the assisted tenancy, the owner and DCHA execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].
DCHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.
DCHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.
DCHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, DCHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).
Any HAP contract executed after the 60 day period is void, and DCHA may not pay any housing assistance payment to the owner.

DCHA Policy

The owner and DCHA will execute the HAP contract. DCHA will not execute the HAP contract until the owner has submitted IRS form W-9. The PHA will ensure that the owner receives a copy of the executed HAP contract.

9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately gives DCHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.
Generally, DCHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit shall not be continued unless DCHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:
 Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
 Changes in lease provisions governing the term of the lease
 The family moves to a new unit, even if the unit is in the same building or complex
In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.
Where the owner is changing the amount of rent, the owner must notify DCHA of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. DCHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is not found to be reasonable, the

owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease.
No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

DCHA Policy
Where the owner is requesting a rent increase, DCHA will determine whether the requested increase. The owner will be notified of the determination in writing. Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies DCHA of the rent change or on the date specified by the owner, whichever is later.

Chapter 10
MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY
INTRODUCTION

Freedom of choice is a hallmark of the housing choice voucher (HCV) program. In general, therefore, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and PHA policies governing moves within or outside DCHA's jurisdiction in two parts:

Part I: Moving with Continued Assistance. This part covers the general rules that apply to all moves by a family assisted under DCHA's HCV program, whether the family moves to another unit within DCHA's jurisdiction or to a unit outside DCHA's jurisdiction under portability.

Part II: Portability. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into DCHA's jurisdiction. This part also covers the special responsibilities that DCHA has under portability regulations and procedures.

PART I. MOVING WITH CONTINUED ASSISTANCE
10-I.A. ALLOWABLE MOVES

HUD regulations list five conditions under which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

 The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the family terminates the lease on notice to the owner, the family must give DCHA a copy of the notice at the same time [24 CFR 982.314(d)(1)].
 The lease for the family's unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.314(b)(1)(ii)].

DCHA Policy
If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give DCHA a copy of the termination agreement.
The family must obtain a clearance letter from the owner stating that they are current with their portion of the rental obligation along with a letter stating that the owner did a preliminary inspection of the unit to determine that there is no damage beyond normal wear and tear.
 The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.314(b)(2)]. The family must give DCHA a copy of any owner eviction notice [24 CFR 982.551(g)].
 DCHA has terminated the assisted lease for the family's unit for the owner's breach [24 CFR 982.314(b)(1)(i)].
 DCHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, DCHA must issue the family a new voucher, and the family DCHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, DCHA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which DCHA gives notice to the owner. [24 CFR 982.403(a) and (c)]

10-I.B. RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which DCHA may deny a family permission to move and two ways in which DCHA may restrict moves by a family.

Denial of Moves
HUD regulations permit the DCHA to deny a family permission to move under the following conditions:

Insufficient Funding
DCHA may deny a family permission to move if DCHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)].

DCHA Policy
DCHA will deny a family permission to move on grounds that DCHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or DCHA; (b) DCHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) DCHA can demonstrate, through a detailed cost-reduction plan based on reasonable assumptions, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. This policy applies to moves within DCHA's jurisdiction as well as to moves outside it under portability.

Grounds for Denial or Termination of Assistance
DCHA has grounds for denying or terminating the family's assistance [24 CFR 982.314(e)(2)].

DCHA Policy
If DCHA has grounds for denying or terminating a family's assistance, DCHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances.

Restrictions on Elective Moves [24 CFR 982.314(c)]
HUD regulations permit DCHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit DCHA to prohibit more than one elective move by a participant family during any 12-month period.

DCHA policy

- DCHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within DCHA's jurisdiction or outside it under portability.
- DCHA will also deny a family permission to make more than one elective move during any 12 month period. This policy applies to all assisted families residing in DCHA's jurisdiction.
- DCHA will consider exceptions to these policies for the following reasons:
    - To protect the health or safety of a family member (e.g. lead-based hazards, domestic violence, witness protection programs),
    - to accommodate a change in family circumstances (e.g. new employment, school attendance in a distant area), or
    - to address an emergency situation over which a family has no control.

- In addition, DCHA will allow exceptins to these policies for purposeds of reasonable accommodation of a family member who is a person with disabilities.

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify DCHA and the owner before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.314(d)(2)]. If the family wishes to move to a unit outside DCHA's jurisdiction under portability, the notice to DCHA must specify the area where the family wishes to move [24 CFR 982.314(d)(2), Notice PIH 2004-12]. The notices must be in writing [24 CFR 982.5].

Approval

DCHA Policy

Upon receipt of a family's notification that it wishes to move, DCHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B.

Reexamination of Family Income and Composition

DCHA Policy

For families approved to move to a new unit within DCHA's jurisdiction, DCHA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan. For families moving into or families approved to move out of DCHA's jurisdiction under portability, DCHA will follow the policies set forth in Part II of this chapter.

Voucher Issuance and Briefing

DCHA Policy

For families approved to move to a new no briefing is required for these families. DCHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may submit the required documents for their current unit.Otherwise, the family will lose its assistance. For families moving into or families approved to move out of DCHA's jurisdiction under portability, DCHA will follow the policies set forth in Part II of this chapter.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, DCHA may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit. If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

PART II: PORTABILITY

10-II.A. OVERVIEW

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of DCHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from DCHA and uses it to lease a unit in the jurisdiction of another DCHA is known as portability. The first PHA is called the **initial PHA.** The second is called the **receiving PHA.**

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance out of its own program funds, and the initial PHA has no further relationship with the family. The same PHA commonly acts as the initial PHA for some families and as the receiving PHA for others. Each role involves different responsibilities. The PHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

10-II.B. INITIAL PHA ROLE

Allowable Moves under Portability

A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one PHA in the area, the initial PHA may choose the receiving PHA [24 CFR 982.355(b)]. Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. The initial PHA, in accordance with HUD regulations and PHA policy, determines whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives the PHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance.

DCHA Policy

In determining whether or not to deny an applicant family permission to move under portability because DCHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter. In addition, the PHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

DCHA Policy
If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in DCHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in DCHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.
DCHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2). However, any exception to this policy is subject to the approval of the receiving PHA [24 CFR 982.353(c)(3)].

Participant Families
The Initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease. [24 CFR 982.3539b).]

DCHA Policy
DCHA will determine whether a participant family may move out of DCHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. DCHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

Determining Income Eligibility
Applicant Families
An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(3)]. The family must specify the area to which the family wishes to move [Notice 2004-12]. The DCHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.355(c)(1)]. If the applicant family is not income eligible in that area, DCHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2004-12].

Participant Families
The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2), 24 CFR 982.355(c)(1)].

Reexamination of Family Income and Composition
No new reexamination of family income and composition is required for an applicant family.

DCHA Policy
For a participant family approved to move out of its jurisdiction under portability, DCHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.
DCHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

Briefing
The regulations and policies on briefings set forth in Chapter 5 of this plan require DCHA to provide information on portability to all applicant families that qualify to lease a unit outside DCHA's jurisdiction under the portability procedures. Therefore, no special briefing is required for these families.

DCHA Policy
No formal briefing will be required for a participant family wishing to move outside DCHA's jurisdiction under portability. However, DCHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5). DCHA will provide the name, address, and phone of the contact for DCHA in the jurisdiction to which they wish to move. DCHA will advise the family that they will be under the RHA's policies and procedures, including subsidy standards and voucher extension policies.

Voucher Issuance and Term
An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, DCHA will follow the regulations and procedures set forth in Chapter 5. A new voucher is not required for portability purposes.

DCHA Policy
For families approved to move under portability, DCHA will issue a new voucher. The initial term of the voucher will be 60 days.

Voucher Extensions and Expiration
DCHA Policy
DCHA will approve **no** extensions to a voucher issued to an applicant or participant family porting out of DCHA's jurisdiction except under the following circumstances: (a) the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA, (b) the family decides to return to the initial PHA's jurisdiction and search for a unit there, or (c) the family decides to search for a unit in a third PHA's jurisdiction. In such cases, the policies on voucher extensions set forth in Chapter 5, section 5-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term. To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 60 days following the expiration date of the initial PHA's voucher term (including any extensions). (See below under "Initial Billing Deadline" for one exception to this policy.)

Initial Contact with the Receiving PHA
After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA to expect the family [24 CFR 982.355(c)(2)]. This

means that the initial PHA must contact the receiving PHA directly on the family's behalf [Notice PIH 2004- 12]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(2)].

PHA Policy
Because the portability process is time-sensitive, DCHA will notify the receiving PHA by phone, fax, or e-mail to expect the family. DCHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. DCHA will pass this information along to the family. DCHA will also ask for the name, address, telephone number, fax and email of the person responsible for processing the billing information.

Sending Documentation to the Receiving PHA
DCHA is required to send the receiving PHA the following documents:
 Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2004-12]
 A copy of the family's voucher [Notice PIH 2004-12]
 A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2004-12]
 Copies of the income verifications backing up the form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2004-12]
DCHA Policy In addition to these documents, DCHA will provide the following information, if available, to the receiving PHA:
Social security numbers (SSNs)
Documentation of SSNs for all family members age 6 and over
Documentation of legal identity
Documentation of citizenship or eligible immigration status
Documentation of participation in the earned income disallowance (EID) benefit
Documentation of participation in a family self-sufficiency (FSS) program
DCHA will notify the family in writing regarding any information provided to the receiving PHA.

Initial Billing Deadline [Notice PIH 2004-12]
When the initial PHA sends form HUD-52665 to the receiving PHA, it specifies in Part I the deadline by which it must receive the initial billing notice from the receiving PHA. This deadline is 60 days following the expiration date of the voucher issued to the family by the initial PHA. If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must contact the receiving PHA to determine the status of the family. If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may refuse to accept a late billing submission. If the receiving PHA reports that the family is under HAP contract and the receiving PHA cannot absorb the family, DCHA must accept a late billing submission; however, it may report to HUD the receiving PHA's failure to comply with the deadline.

DCHA Policy
If DCHA has not received an initial billing notice from the receiving PHA by the deadline specified on form HUD-52665, it will contact the receiving PHA by phone, fax, or e-mail on the next business day. If the PHA reports that the family is not yet under HAP contract, DCHA will inform the receiving PHA that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. DCHA will send the receiving PHA a written confirmation of its decision by mail.
DCHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2004-12]
If the receiving PHA is administering the family's voucher, the initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be **received** by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept. The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of overleasing or funding shortfalls. DCHA must manage its tenant based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families that remain within its jurisdiction.

Annual Updates of Form HUD-50058
If the initial PHA is being billed on behalf of a portable family, it should receive an updated form HUD-50058 each year from the receiving PHA. If the initial PHA fails to receive an updated 50058 by the family's annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family.

Subsequent Family Moves
Within the Receiving PHA's Jurisdiction [24 CFR 314(e)(1), Notice PIH 2005-1]
The initial PHA has the authority to deny subsequent moves by portable families whom it is assisting under portability billing arrangements if it does not have sufficient funding for continued assistance.

DCHA Policy
If the PHA determines that it must deny moves on the grounds that it lacks sufficient funding (see section 10-I.B), it will notify all receiving PHAs with which it has entered into portability billing arrangements that they, too, must deny moves to higher cost units by portable families from the PHA's jurisdiction.
DCHA will allow exceptions to this policy for purposes of reasonable accommodation of a family member who is a person with disabilities.

Outside the Receiving PHA's Jurisdiction [Notice PIH 2004-12]
If the initial PHA is assisting a portable family under a billing arrangement and the family subsequently decides to move out of the receiving PHA's jurisdiction, the initial PHA is responsible for issuing the family a voucher while the family is either being assisted or has a voucher from the receiving PHA and, if the family wishes to port to another jurisdiction, sending form HUD-52665 and supporting documentation to the new receiving PHA. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

Denial or Termination of Assistance [24 CFR 982.355(c)(9)]
If the initial PHA has grounds for denying or terminating assistance for a portable family that has not been absorbed by the receiving PHA, the initial PHA may act on those grounds at any time. (For PHA policies on denial and termination, see Chapters 3 and 12, respectively.)

10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)].
The receiving PHA's procedures and preferences for selection among eligible applicants do not apply, and the receiving PHA's waiting list is not used [24 CFR 982.355(10)]. However, the family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(7)], and the amount of the family's housing assistance payment is determined in the same manner as for other families in the receiving PHA's voucher program [24 CFR 982.355(e)(2)].

Initial Contact with Family
When a family moves into the PHA's jurisdiction under portability, the family is responsible for promptly contacting the PHA and complying with the PHA's procedures for incoming portable families [24 CFR 982.355(c)(3)]. If the voucher issued to the family by the initial PHA has expired, the receiving PHA does not process the family's paperwork but instead refers the family back to the initial PHA [Notice PIH 2004-12].
When a portable family requests assistance from the receiving PHA, the receiving PHA must promptly inform the initial PHA whether the receiving PHA will bill the initial PHA for assistance on behalf of the portable family or will absorb the family into its own program [24 CFR 982.355(c)(5)]. If the PHA initially bills the initial PHA for the family's assistance, it may later decide to absorb the family into its own program [Notice PIH 2004-12]. (See later under "Absorbing a Portable Family" for more on this topic.)
PHA Policy Within 10 business days after a portable family requests assistance, the receiving PHA will notify the initial PHA whether it intends to bill the receiving PHA on behalf of the portable family or absorb the family into its own program. If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2004-12]. (For more on this topic, see later under "Denial or Termination of Assistance.")

Briefing
HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2004-12].

DCHA Policy
DCHA will not require the family to attend a briefing. DCHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about DCHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

Income Eligibility and Reexamination
HUD allows the receiving PHA to conduct its own income reexamination of a portable family [24 CFR 982.355(c)(4)]. However, the receiving PHA may not delay voucher issuance or unit approval until the reexamination process is complete unless the reexamination is necessary to determine that an applicant family is income eligible for admission to the program in the area where the family wishes to lease a unit [Notice PIH 2004-12, 24 CFR 982.201(b)(4)]. The receiving PHA does not redetermine income eligibility for a portable family that was already receiving assistance in the initial PHA's voucher program [24 CFR 982.355(c)(1)].

DCHA Policy
For any family moving into its jurisdiction under portability, DCHA will conduct a new reexamination of family income and composition.

DCHA will delay the issuance of the voucher should the family composition be different than what was supplied to the initial PHA.

Voucher Issuance
When a family moves into its jurisdiction under portability, the receiving PHA is required to issue the family a voucher [24 CFR 982.355(b)(6)]. The family must submit a request for tenancy approval to the receiving PHA during the term of the receiving PHA's voucher [24 CFR 982.355(c)(6)].

Timing of Voucher Issuance
HUD expects the receiving PHA to issue the voucher within two weeks after receiving the family's paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures [Notice PIH 2004-12].

DCHA Policy
When a family ports into its jurisdiction, DCHA will issue the family a voucher based on the paperwork provided by the family unless the family's paperwork from the initial PHA is incomplete, the family's voucher from the initial PHA has expired or the family does not comply with DCHA's procedures. DCHA will update the family's information when verification has been completed.

Voucher Term
The term of the receiving PHA's voucher may not expire before the term of the initial PHA's voucher [24 CFR 982.355(c)(6)].

DCHA Policy
The receiving PHA's voucher will expire on the same date as the initial PHA's voucher.

Voucher Extensions [24 CFR 982.355(c)(6), Notice 2004-12]
The receiving PHA may provide additional search time to the family beyond the expiration date of DCHA's voucher; however, if it does so, it must inform the initial PHA of the extension. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to DCHA.

DCHA Policy
DCHA generally will not extend the term of the voucher that it issues to an incoming portable family unless DCHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in section 5-II.E.
DCHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

Notifying the Initial PHA
The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA's voucher [24 CFR 982.355(c)(8)]. The receiving PHA is required to use Part II of form HUD-52665, Family Portability Information, for this purpose [24 CFR 982.355(e)(5), Notice PIH 2004-12]. (For more on this topic and the deadline for notification, see below under "Administering a Portable Family's Voucher,") If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by the receiving PHA's voucher is only valid for the family's search in the receiving PHA's jurisdiction. [Notice PIH 2004-12]

Administering a Portable Family's Voucher
Initial Billing Deadline
If a portable family's search for a unit is successful and the receiving PHA intends to administer the family's voucher, the receiving PHA must submit its initial billing notice (Part II of form HUD-52665) (a) no later than 10 business days following the date the receiving PHA **executes** a HAP contract on behalf of the family **and** (b) in time that the notice will be **received** no later than 60 days following the expiration date of the family's voucher issued by the initial PHA [Notice PIH 2004-12]. A copy of the family's form HUD-50058, Family Report, completed by the receiving PHA must be attached to the

initial billing notice. The receiving PHA may send these documents by mail, fax, or e-mail.

DCHA Policy
DCHA will send its initial billing notice by fax or e-mail, if necessary, to meet the billing deadline but will also send the notice by regular mail.
If the receiving PHA fails to send the initial billing within 10 business days following the date the HAP contract is executed, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because the receiving PHA is overleased) [Notice PIH 2004-12].

Ongoing Notification Responsibilities [Notice PIH 2004-12, HUD-52665]
Annual Reexamination. The receiving PHA must send the initial PHA a copy of a portable family's updated form HUD-50058 after each annual reexamination for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

DCHA Policy
DCHA will send a copy of the updated HUD-50058 by regular mail at the same time DCHA and owner are notified of the reexamination results.

Change in Billing Amount. The receiving PHA is required to notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:
 A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
 An abatement or subsequent resumption of the HAP payments
 Termination of the HAP contract
 Payment of a damage/vacancy loss claim for the family
 Termination of the family from the program
The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

Late Payments [Notice PIH 2004-12]
If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). The receiving PHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification, the receiving PHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD transfer the unit

in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

Overpayments [Notice PIH 2004-12]

In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA. In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area office with jurisdiction over the receiving PHA of the date and the amount of reimbursement to the initial PHA. At HUD's discretion, the receiving PHA will be subject to the sanctions spelled out in Notice PIH 2004-12.

Denial or Termination of Assistance

At any time, the receiving PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(9), 24 CFR 982.355(c)(10)].

In the case of a termination, DCHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement. [Notice PIH 2004-12]

DCHA Policy

If DCHA elects to deny or terminate assistance for a portable family, DCHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. DCHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16.

Absorbing a Portable Family

The receiving PHA may absorb an incoming portable family into its own program when the PHA executes a HAP contract on behalf of the family or at any time thereafter providing that (a) the PHA has funding available under its annual contributions contract (ACC) and (b) absorbing the family will not result in overleasing [24 CFR 982.355(d)(1), Notice PIH 2004-12]. If the receiving PHA absorbs a family from the point of admission, the admission will be counted against the income targeting obligation of the receiving PHA [24 CFR 982.201(b)(2)(vii)].

If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, HUD encourages the receiving PHA to provide

adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family. [Notice PIH 2004-12]

DCHA Policy
If DCHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, DCHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.
If DCHA decides to absorb a family after that, it will provide the initial PHA with 30 days' advance notice.
Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for the receiving PHA's voucher program [24 CFR 982.355(d)], and the receiving PHA becomes the initial PHA in any subsequent moves by the family under portability.

Chapter 11
REEXAMINATIONS

INTRODUCTION

DCHA is required to reexamine each family's income and composition at least annually, and to adjust the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations DCHA policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations. Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

DCHA must conduct a reexamination of family income and composition at least annually.
This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated.
This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

11-I.B. SCHEDULING ANNUAL REEXAMINATIONS

DCHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period, and may require reexaminations more frequently [HCV GB p. 12-1].

DCHA Policy
DCHA will begin the annual reexamination process 90-120 days in advance of its scheduled effective date. Generally, DCHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.
Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, DCHA will perform a new annual reexamination. DCHA also may schedule an annual reexamination for completion prior to the

anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process
DCHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of DCHA.

DCHA Policy
Families are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact DCHA to request a reasonable accommodation (see Chapter 2).
Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.
If the family is unable to attend a scheduled interview, the family should contact DCHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, DCHA will send a second notification with a new interview appointment time.
If a family fails to attend two scheduled interviews without DCHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 12) will be sent to the family's address of record.
An advocate, interpreter, or other assistant may assist the family in the interview process.

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS
As part of the annual reexamination process, families are required to provide updated information to DCHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

DCHA Policy
Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.
Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.
If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination (See Chapter 12).
The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

 Legal identity
 Age
 Social security numbers
 A person's disability status
 Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the Housing Quality Standards (HQS) (see Chapter 8), DCHA must issue the family a new voucher, and the family and DCHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, DCHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

11-I.D. EFFECTIVE DATES

DCHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

DCHA Policy

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 15 days in advance.

If less than 15 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 15-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 15-day notice is required.

If DCHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by DCHA, but will always allow for the 15-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If DCHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by DCHA.

If the family causes a delay in processing the annual reexamination, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by DCHA by the date specified, and this

delay prevents DCHA from completing the reexamination as scheduled.

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]
11-II.A. OVERVIEW

Family circumstances may change throughout the period between annual reexaminations. HUD and DCHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances DCHA must process interim reexaminations to reflect those changes. HUD regulations also permit DCHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted. In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. DCHA must complete the interim reexamination within a reasonable time after the family's request.
This part includes HUD and DCHA policies describing what changes families are required to report, what changes families may choose to report, and how DCHA will process both DCHA and family-initiated interim reexaminations.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION
DCHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to family obligations under the program, DCHA has limited discretion in this area.

DCHA Policy
DCHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring Approval
The addition of a family member as a result of birth, adoption, or court-awarded custody does not require DCHA approval. However, the family is required to promptly notify DCHA of the addition [24 CFR 982.551(h)(2)].

DCHA Policy
The family must inform DCHA of the birth, adoption or court-awarded custody of a child within 10 business days.

New Family and Household Members Requiring Approval
With the exception of children who join the family as a result of birth, adoption, or court awarded custody, a family must request DCHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].
When any new family member is added, DCHA must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the family share of the rent and the HAP payment [24 CFR 982.516(e)].
If a change in family size causes a violation of Housing Quality Standards (HQS) space

standards (see Chapter 8), DCHA must issue the family a new voucher, and the family and DCHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, DCHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

DCHA Policy
Families must request DCHA approval to add a new family member, live-in aide, foster child, or foster adult. Requests must be made in writing and approved by DCHA prior to the individual moving in the unit.
DCHA will not approve the addition of a new family or household member unless the individual meets DCHA's eligibility criteria (see Chapter 3).

If DCHA determines an individual meets DCHA's eligibility criteria as defined in Chapter 3, DCHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued another voucher and will be required to move.
If DCHA determines that an individual does not meet DCHA's eligibility criteria as defined in Chapter 3, DCHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

Departure of a Family or Household Member
Families must promptly notify DCHA if any family member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the PHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.
DCHA Policy If a household member ceases to reside in the unit, the family must inform DCHA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.
If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform DCHA within 10 business days.

11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because DCHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.
When a family reports a change, DCHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

PHA-Initiated Interim Reexaminations

DCHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the DCHA. They are not scheduled because of changes reported by the family.

DCHA Policy
DCHA will conduct interim reexaminations in each of the following instances:
For families receiving the Earned Income Disallowance (EID), DCHA will conduct an interim reexamination at the start and conclusion of the second 12 month exclusion period (50 percent phase-in period).
If the family has reported zero income, DCHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.
DCHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Reexaminations
DCHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

Required Reporting
HUD regulations give DCHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

DCHA Policy
Families are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect.

Optional Reporting
The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. DCHA must process the request if the family reports a change that will result in a reduced family income.
If a family reports a decrease in income from the loss of welfare benefits due to fraud or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.
DCHA Policy If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, DCHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a

decrease in the family share of rent, DCHA will conduct an interim reexamination. See Section 11-II.D. for effective dates. Families may report changes in income or expenses at any time.

11-II.D. PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

DCHA Policy

The family must notify DCHA of changes in writing. DCHA requires the family to submit the changes in writing.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if DCHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, DCHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from DCHA. This time frame may be extended for good cause with DCHA approval. DCHA will accept required documentation by mail, by fax, or in person.

Effective Dates

DCHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames.

DCHA Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 15 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted.

In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

11-III.A. OVERVIEW

After gathering and verifying required information for an annual or interim reexamination, DCHA must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in DCHA's calculations.
Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

Payment Standards [24 CFR 982.505]
The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.
When DCHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:
 If DCHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
- If the payment standard amount has i*ncreased*, the increased payment standard will be applied at the *first annual* reexamination following the effective date of the increase in the payment standard.
- If the payment standard amount has *decreased*, the decreased payment standard will be applied at the *second annual* reexamination following the effective date of the decrease in the payment standard.
 If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]
If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in DCHA's subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual* reexamination following the change in family unit size.

Utility Allowances [24 CFR 982.517(d)]
The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in DCHA's utility allowance schedule. Chapter 16 discusses how utility allowance schedules are established. When there are changes in the utility arrangement with the owner, DCHA must use the utility allowances in effect at the time the new lease and HAP contract are executed. At reexamination, DCHA must use DCHA current utility allowance schedule [24 CFR 982.517(d)(2)].

DCHA Policy
Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

DCHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information:
- The amount and effective date of the new HAP payment
- The amount and effective date of the new family share of the rent
- The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding the DCHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

11-III.D. DISCREPANCIES

During an annual or interim reexamination, DCHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, DCHA may discover errors made by DCHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 13.

Chapter 12
TERMINATION OF ASSISTANCE AND TENANCY

HUD regulations specify the reasons for which DCHA can terminate a family's assistance, and the ways in which such terminations must take place. They also dictate the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter presents the policies that govern voluntary and involuntary terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

Part I: Grounds for Termination of Assistance. This part discusses various reasons that a family's assistance may be terminated, including voluntary termination by the family, termination because the family no longer qualifies to receive subsidy, and termination by DCHA based on the family's behavior.

Part II: Approach to Termination of Assistance. This part describes the policies that govern how an involuntary termination takes place. It specifies the alternatives that the DCHA may consider in lieu of termination, the criteria DCHA must use when deciding what action to take, and the steps the DCHA must take when terminating a family's assistance.

Part III: Termination of Tenancy by the Owner. This part presents the policies that govern the owner's right to terminate an assisted tenancy.

PART I: GROUNDS FOR TERMINATION OF ASSISTANCE
12-I.A. OVERVIEW

HUD requires DCHA to terminate assistance for certain offenses and when the family no longer requires assistance. HUD permits DCHA to terminate assistance for certain other actions family members take or fail to take. In addition, a family may decide to stop receiving HCV assistance at any time by notifying DCHA.

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

As a family's income increases, the amount of PHA subsidy goes down. If the amount of HCV assistance provided by DCHA drops to zero and remains at zero for 180 consecutive calendar days the family's assistance terminates automatically.

DCHA Policy
If a participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero, the family must notify DCHA of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.

12-I.C. FAMILY CHOOSES TO TERMINATE ASSISTANCE

The family may request that DCHA terminate the family's assistance at any time.

DCHA Policy

The request to terminate assistance should be made in writing and signed by the head of household, spouse, or cohead. Before terminating the family's assistance, DCHA will follow the notice requirements in Section 12-II.E.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE

HUD requires the DCHA to terminate assistance in the following circumstances.

Eviction [24 CFR 982.552(b)(2)]

DCHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease.

DCHA Policy

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. However, DCHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in Section 12-II.C.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

DCHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a reexamination. See Chapter 7 for a complete discussion of consent requirements.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

DCHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by DCHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in

the unit. For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated. See Chapter 7 for a complete discussion of documentation requirements.

Failure to Provide Social Security Documentation [24 CFR 5.218(c)]
DCHA must terminate assistance if a participant family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age.

Methamphetamine Manufacture or Production [24 CFR 983.553(b)(1)(ii)]
DCHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]
HUD requires DCHA to establish policies that permit DCHA to terminate assistance if DCHA determines that:
 Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
 Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
 Any household member has violated the family's obligation not to engage in any drugrelated criminal activity
 Any household member has violated the family's obligation not to engage in violent criminal activity

Use of Illegal Drugs and Alcohol Abuse

DCHA Policy
DCHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
DCHA will terminate assistance if any 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.
Currently engaged in is defined as any use of illegal drugs during the previous six months.
DCHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.
In making its decision to terminate assistance, DCHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon

consideration of such alternatives and factors, DCHA may, on a case-by case basis, choose not to terminate assistance.

***Drug-Related and Violent Criminal Activity* [24 CFR 5.100]**
Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
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 reasonably likely to cause, serious bodily injury or property damage.

DCHA Policy
DCHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.
DCHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.
In making its decision to terminate assistance, DCHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, DCHA may, on a case-by case basis, choose not to terminate assistance.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c)]
HUD permits DCHA to terminate assistance under a number of other circumstances. It is left to the discretion of DCHA whether such circumstances in general warrant consideration for the termination of assistance.

DCHA Policy
DCHA **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency or Welfare to Work voucher programs.
DCHA **will** terminate a family's assistance if:
The family has failed to comply with any family obligations under the program.
See Exhibit 12-1 for a listing of family obligations and related DCHA policies.
Any family member has been evicted from federally-assisted housing in the last five years.
Any PHA has ever terminated assistance under the program for any member of the family.
Any family member has committed 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 any PHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs.

The family has not reimbursed any PHA for amounts the PHA 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 has breached the terms of a repayment agreement entered into with the PHA.
A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.
Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
In making its decision to terminate assistance, DCHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, DCHA may, on a case-by case basis, choose not to terminate assistance.

Family Absence from the Unit [24 CFR 982.312]
The family may be absent from the unit for brief periods. DCHA must establish a policy on how long the family may be absent from the assisted unit.

DCHA Policy
If the family is absent from the unit for more than 60 consecutive calendar days, the family's assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.E.

PART II: APPROACH TO TERMINATION OF ASSISTANCE
12-II.A. OVERVIEW

DCHA is required by regulation to terminate a family's assistance if certain program rules are violated. For other types of offenses, the regulations give DCHA the discretion to either terminate the family's assistance or to take another action. This part discusses the various actions DCHA may choose to take when it has discretion, and outlines the criteria DCHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notice that must be provided before terminating assistance.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]
The way in which DCHA terminates assistance depends upon individual circumstances. HUD permits DCHA to terminate assistance by:
- Terminating housing assistance payments under a current HAP contract,
- Refusing to approve a request for tenancy or to enter into a new HAP contract, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Change in Household Composition

As a condition of continued assistance, DCHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

DCHA Policy

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon DCHA request.

Repayment of Family Debts

DCHA Policy

If a family owes amounts to DCHA, as a condition of continued assistance, DCHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from DCHA of the amount owed. See Chapter 16 for policies on repayment agreements.

12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence

For criminal activity, HUD permits DCHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

DCHA Policy

DCHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than 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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

DCHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

DCHA Policy

DCHA will consider the following factors when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that termination of assistance may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities

The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
DCHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]
If the family includes a person with disabilities, DCHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.
DCHA Policy
If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, DCHA will determine whether the behavior is related to the disability. If so, upon the family's request, DCHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-II.E. TERMINATION NOTICE [HCV GB, p. 15-7]
If a family's assistance is to be terminated, whether voluntarily or involuntarily, DCHA must give the family and the owner written notice that specifies:
 The reasons for which assistance has been terminated,
 The effective date of the termination,
 The family's right to an informal hearing as described in Chapter 16
If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

DCHA Policy
When termination is initiated by DCHA, the notice to terminate will be sent to the family and the owner at least 15 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing DCHA, 15 days notice will not be given. In these cases, the notice to terminate will be sent at the time DCHA learns the family has vacated the unit.
When a family requests to be terminated from the program they must do so in writing to DCHA (see section 12-I.C.). DCHA will then send a confirmation notice to the family and the owner within 10 business days of the family's request, but no later than the termination effective date (as requested by the family).

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]
DCHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or eligible immigration status; (2) evidence of citizenship and eligible immigration status is submitted timely, but USCIS primary and secondary verification does not verify eligible immigration status of a family; or (3) DCHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3) above, such termination must be for a period of at least 24 months.
The notice of termination must advise the family of the reasons their assistance is being terminated, that they may be eligible for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, that they have the right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and that they have the right to request an informal hearing with DCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Informal hearing procedures are contained in Chapter 16.

DCHA Policy
The notice to terminate will be sent to the family and the owner at least 15 calendar days prior to the effective date of the termination.

12-II.F. HOW TERMINATION OF ASSISTANCE AFFECTS THE HAP CONTRACT AND LEASE

When the family's assistance is terminated, the lease and HAP contract terminate automatically [Form HUD-52641].
The owner may offer the family a separate unassisted lease.

PART III: TERMINATION OF TENANCY BY THE OWNER

12-III.A. OVERVIEW

Termination of an assisted tenancy is a matter between the owner and the family; DCHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy, and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated.

12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310 and Form HUD-52641-A, Tenancy Addendum]

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

Serious or Repeated Lease Violations
The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease. This includes failure to pay rent or other amounts due under the lease. However, DCHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law
The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse
The owner may terminate tenancy during the term of the lease if any *covered person*, meaning any member of the household, a guest or another person under the tenant's control commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):
 Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment
of the premises by, other residents (including property management staff residing on the premises);
 Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment
of their residences by, persons residing in the immediate vicinity of the premises;
 Any violent criminal activity on or near the premises; or
 Any drug-related criminal activity on or near the premises.

The owner may terminate tenancy during the term of the lease if any member of the household 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, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 Violating a condition of probation or parole imposed under federal or state law.
The owner may terminate tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Evidence of Criminal Activity
The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity, regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction.

Other Good Cause

During the initial lease term, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do.

During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, “other good cause” for termination of tenancy by the owner includes:

- Failure by the family to accept the offer of a new lease or revision;
- The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent).

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The owner must give DCHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give DCHA a copy of any eviction notice (see Chapter 5).

DCHA Policy

If the eviction action is finalized in court, the owner must provide DCHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 10 business days following the court-ordered eviction.

12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h)]

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The seriousness of the offending action;
- The effect on the community of the termination, or of the owner’s failure to terminate the tenancy;
- The extent of participation by the leaseholder in the offending action;

 The effect of termination of tenancy on household members not involved in the offending activity;
 The demand for assisted housing by families who will adhere to lease responsibilities;
 The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
 The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

12-III.E. EFFECT OF TERMINATION OF TENANCY ON THE FAMILY'S ASSISTANCE

If a termination 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 (see Chapter 10).

EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family's obligations under the HCV program:

 The family must supply any information that DCHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
 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.
 The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 Any information supplied by the family must be true and complete.
 The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

DCHA Policy
Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.
 The family must allow DCHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
 The family must not commit any serious or repeated violation of the lease.

DCHA Policy
DCHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.
Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.
 The family must notify DCHA and the owner before moving out of the unit or terminating the lease.

DCHA Policy
The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to DCHA at the same time the owner is notified.
 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 notify DCHA in writing 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.

DCHA Policy
The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. DCHA will determine eligibility of the new member in accordance with the policies in Chapter 3.
 The family must promptly notify the DCHA in writing if any family member no longer lives in the unit.
 If DCHA has given approval, a foster child or a live-in aide may reside in the unit. DCHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when DCHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
 The family must not sublease the unit, assign the lease, or transfer the unit.

DCHA Policy
Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

 The family must supply any information requested by DCHA to verify that the family is living in the unit or information related to family absence from the unit.
 The family must promptly notify DCHA when the family is absent from the unit. DCHA Policy Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to DCHA at the start of the extended absence.
 The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
 The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
 Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
 Family members 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. See Chapter 12 for HUD and DCHA policies related to drug-related and violent criminal activity.
 Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and DCHA policies related to alcohol abuse.
 An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
 A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DCHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

Chapter 13
OWNERS
INTRODUCTION

Owners play a central role in the HCV program by supplying decent, safe, and sanitary housing for participating families.
The term "owner" refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term "owner" includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner.
Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations. However, this chapter is not meant to be an overview of all aspects of owner participation in the HCV program.

The chapter is organized in two parts:

Part I: Owners in the HCV Program. This part discusses the role of an owner in DCHA's HCV program and highlights key owner rights and responsibilities.

Part II: HAP Contracts. This part explains provisions of the HAP contract and the relationship between DCHA and the owner as expressed in the HAP contract.
For detailed information about HCV program responsibilities and processes, including DCHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6]

Recruitment

DCHA is responsible for ensuring that very low income families have access to all types and ranges of affordable housing in DCHA's jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for DCHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in DCHA's jurisdiction, are willing to participate in the HCV program. To accomplish this objective, DCHA must identify and recruit new owners to participate in the program.

DCHA Policy
DCHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages on an as needed basis. These outreach strategies will include:
Distributing printed material about the program to property owners and managers.
Participating in community based organizations comprised of private property and apartment owners and managers
Developing working relationships with owners and real estate brokers associations

Retention
In addition to recruiting owners to participate in the HCV program, DCHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

DCHA Policy
All DCHA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

DCHA will provide owners with a materials that explains the program, including HUD and DCHA policies and procedures, in easy-to-understand language.

DCHA will give special attention to helping new owners succeed through activities such as:

Providing the owner with a designated DCHA contact person. Coordinating inspection and leasing activities between DCHA, the owner, and the family. Initiating telephone contact with the owner to explain the inspection process, and providing an inspection booklet and other resource materials about HUD housing quality standards.
Providing other written information about how the program operates, additional services may be undertaken on an as-needed basis, and as resources permit.

13-I.B. BASIC HCV PROGRAM REQUIREMENTS

HUD requires DCHA to aid families in their housing search by providing the family with a list of landlords or other parties known to DCHA who may be willing to lease a unit to the family, or to help the family find a unit. Although DCHA cannot maintain a list of owners that are pre-qualified to participate in the program, owners may indicate to DCHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 982.301(b)(11)].

DCHA Policy
Owners that wish to indicate their willingness to lease a unit to an eligible HCV family or to help the HCV family find a unit must notify DCHA. DCHA will maintain a listing of such owners and provide this listing to the HCV family as part of the informational briefing packet When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential tenant. DCHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. See chapters 3 and 9 for more detail on tenant family screening policies and process.
If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements. When submitted to DCHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the

RTA is a copy of the owner's proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A). See Chapter 9 for more detail on request for tenancy approval policies and process.

HUD regulations stipulate that an assisted tenancy can be approved only under certain conditions. The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. In addition, the owner must document legal ownership of the specified unit. See chapter 9 for more detail on unit eligibility policies and process. The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. DCHA will inspect the owner's dwelling unit at various stages of HCV program participation, to ensure that the unit continues to meet HQS requirements. See chapter 8 for a discussion of the HQS standards, as well as the process for HQS inspections at initial lease-up and throughout the family's tenancy.

DCHA must determine that the cost of the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process. At initial lease-up of a unit, DCHA must determine that the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]. See chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. However, the HCV program requires that the Tenancy Addendum, which helps standardize the tenancy requirements for all assisted families, be added word-for-word to that lease. See chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions. DCHA and the owner enter into a formal contractual relationship by executing the Housing Assistance Payment (HAP) Contract (Form HUD-52641). The HAP contract format is prescribed by HUD. See chapter 9 for a discussion of the HAP contract execution process. Specific HAP contract provisions and responsibilities are discussed later in this chapter 13.

13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452]

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Performing all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Complying with equal opportunity requirements
- Preparing and furnishing to DCHA information required under the HAP contract
- Collecting from the family any security deposit, the tenant's contribution to rent (that part of rent to owner not covered by the housing assistance payment from DCHA), and any charges for unit damage by the family.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services (unless paid by the family under the lease)
- Making modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]

13-I.D. OWNER QUALIFICATIONS

DCHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where DCHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

Owners Barred from Participation [24 CFR 982.306(a) and (b)]

DCHA must not approve the assisted tenancy if DCHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct DCHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

DCHA must not approve an RTA if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. DCHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]
DCHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:
 Any present or former member or officer of the PHA (except a participant commissioner)
 Any employee of DCHA, or any contractor, subcontractor or agent of DCHA, who formulates policy or who influences decisions with respect to the programs
 Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
 Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. DCHA must submit a waiver request to the appropriate HUD Field Office for determination. Any waiver request submitted by DCHA must include [HCV Guidebook pp.11-2 and 11-3]:
 Complete statement of the facts of the case;
 Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
 Analysis of and statement of consistency with state and local laws. The local HUD office, DCHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
 Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
 Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
 If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
 If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
 If the case involves employment of a family member by DCHA or assistance under the HCV program for an eligible DCHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
 If the case involves an investment on the part of a member, officer, or employee of DCHA, description of the nature of the investment, including disclosure/divestiture plans.
Where DCHA has requested a conflict of interest waiver, DCHA may not execute the HAP contract until HUD has made a decision on the waiver request.

DCHA Policy
In considering whether to request a conflict of interest waiver from HUD, DCHA will consider factors the reasons for waiving the requirement; consistency with state and local laws; the existence of alternative housing available to families; the individual circumstances of a particular family; the specific duties of individuals whose positions present a possible conflict of interest; the nature of any financial investment in the property and plans for disclosure/divestiture; and the possible appearance of impropriety.

Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]

HUD regulations permit DCHA, at DCHA's discretion, to refuse to approve a request for tenancy if the owner has committed any of a number of different actions.
If DCHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

DCHA Policy
DCHA will refuse to approve a request for tenancy if any of the following are true:
The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
The owner has engaged in any 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 program;
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 engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) 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; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity
The owner has a history or practice of renting units that fail to meet state or local housing codes;
The owner has not paid state or local real estate taxes, fines, or assessment
In considering whether to disapprove owners for any of the discretionary reasons listed above, DCHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others.

13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]
The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with DCHA.

The owner must cooperate with DCHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with DCHA.
See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.

PART II. HAP CONTRACTS
13-II.A. OVERVIEW

The HAP contract represents a written agreement between DCHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as DCHA's obligations. Under the HAP contract, DCHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit.
The HAP contract is used for all HCV program tenancies except for assistance under the Section 8 homeownership program, and assistance to families that own a manufactured home and lease the space. See chapter 15 for a discussion of any special housing types included in DCHA's HCV program.
If DCHA has given approval for the family of the assisted tenancy, the owner and DCHA execute the HAP contract. See chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

13-II.B. HAP CONTRACT CONTENTS

The HAP contract format is required by HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641.

The HAP contract contains three parts.

Part A of the contract includes basic **contract information** about the name of the tenant family, address of the contract unit, names of all household members, first and last dates of initial lease term, amount of initial monthly rent to owner, amount of initial housing assistance payment, utilities and appliances to be supplied by owner and tenant, signatures of DCHA and owner. In general, the HAP contract cannot be modified. However,

DCHA does have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. DCHA policy on the amount of security deposit an owner may collect is found in chapter 9.
In addition, DCHAs have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by DCHA is deemed received by the owner (e.g., upon mailing by DCHA or actual receipt by the owner).

DCHA Policy
DCHA has not adopted a policy that defines when the housing assistance payment by

DCHA is deemed received by the owner. Therefore, no modifications to the HAP contract will be necessary.

Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- PHA Payment to Owner
- Prohibition of Discrimination
- Owner's Breach of HAP Contract
- DCHA and HUD Access to Premises and Owner's Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the Tenancy Addendum (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by DCHA. The owner must sign the HUD Tenancy Addendum with the prospective tenant, and the tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.

13-II.C. HAP CONTRACT PAYMENTS

General

During the term of the HAP contract, and subject to the provisions of the HAP contract, DCHA must make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6, and is subject to change during the term of the HAP contract. DCHA must notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit. The monthly HAP payment by DCHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant, plus DCHA HAP payment, should be equal to the rent specified in the lease (the rent to owner).

The family is not responsible for payment of the HAP payment, and DCHA is not responsible for payment of the family share of rent.
The family's share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.
If the owner receives any excess HAP from DCHA, the excess amount must be returned immediately. If DCHA determines that the owner is not entitled to all or a portion of the HAP, DCHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.

Owner Certification of Compliance
Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD- 52641].
By endorsing the monthly check from DCHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

Late HAP Payments [24 CFR 982.451(a)(5)]
DCHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for penalties if DCHA fails to make the HAP payment on time.
Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.
DCHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond DCHA's control. In addition, late payment penalties are not required if DCHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

Termination of HAP Payments
DCHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.
HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.
If the owner has initiated eviction proceedings against the family 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 Policy
The owner must inform DCHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.
The owner must inform DCHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide DCHA with a copy of such judgment or determination.
After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, DCHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform DCHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]
Any of the following actions by the owner constitutes a breach of the HAP contract:
 If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
 If the owner has violated any obligation under any other HAP contract under Section 8
 If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
 For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulation ns for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
 If the owner has engaged in drug-related criminal activity
 If the owner has committed any violent criminal activity
If the PHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.
DCHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination the HAP contract. DCHA may also obtain additional relief by judicial order or action.
DCHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. DCHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

DCHA Policy
Before DCHA invokes a remedy against an owner, DCHA will evaluate all information and documents available to determine if the contract has been breached.
If relevant, DCHA will conduct an audit of the owner's records pertaining to the tenancy or unit.
If it is determined that the owner has breached the contract, DCHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

13-II.E. HAP CONTRACT TERM AND TERMINATIONS

The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.
The HAP contract and the housing assistance payments made under the HAP contract terminate if:
 The owner or the family terminates the lease;
 The lease expires;
 DCHA terminates the HAP contract;
 DCHA terminates assistance for the family;
 The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
 180 calendar days have elapsed since DCHA made the last housing assistance payment to the owner;
 The family is absent from the unit for longer than the maximum period permitted by DCHA;
 The Annual Contributions Contract (ACC) between the PHA and HUD expires
 DCHA elects to terminate the HAP contract.

DCHA Policy
DCHA may elect to terminate the HAP contract in each of the following situations:
Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];
The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – see chapter 8;
The unit does not meet HQS [24 CFR 982.404] – see chapter 8;
The family breaks up [HUD Form 52641] – see chapter 3;
The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.
If DCHA terminates the HAP contract, DCHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

DCHA Policy
In all cases, the HAP contract terminates at the end of the calendar month that follows the

calendar month in which DCHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to the DCHA any housing assistance payment received after this period.
If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].
When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUÐ 52641]

The HAP contract cannot be assigned to a new owner without the prior written consent of DCHA.
An owner under a HAP contract must notify DCHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by DCHA. The assignment will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter. Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that DCHA finds acceptable. The new owner must provide DCHA with a copy of the executed agreement.

DCHA Policy
DCHA must receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

Within 10 business days of receiving the owner's request, DCHA will inform the current owner in writing whether the assignment may take place.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, DCHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, DCHA will process the leasing in accordance with the policies in chapter 9.

Chapter 14
PROGRAM INTEGRITY
INTRODUCTION

DCHA is committed to ensuring that subsidy funds made available to DCHA are spent in accordance with HUD requirements.
This chapter covers HUD and DCHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

DCHA Policy
DCHA anticipates that the vast majority of families, owners, and DCHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.
To ensure that DCHA's HCV program is administered effectively and according to the highest ethical and legal standards, DCHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.
DCHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.
DCHA will provide each applicant and participant with the publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.
DCHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key DCHA forms and form letters that request information from a family or owner.
DCHA staff will be required to review and explain the contents of all HUD and DCHA-required forms prior to requesting family member signatures.
DCHA will require first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.
DCHA will provide each DCHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. P*rogram abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

14-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, DCHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

Under the Section 8 Management Assessment Program (SEMAP), HUD requires DCHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 16 for additional information about SEMAP requirements).

DCHA Policy

In addition to the SEMAP quality control requirements, DCHA will employ a variety of methods to detect errors and program abuse.

DCHA routinely will use available sources of up-front income verification to compare with family-provided information.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

DCHA will compare family-reported income and expenditures to detect possible unreported income.

Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend $500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of DCHA activities and notifies DCHA of errors and potential cases of program abuse.

Individual Reporting of Possible Errors and Program Abuse

DCHA Policy

DCHA will encourage staff, program participants, and the public to report possible program abuse.

14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the PHA Will Investigate

DCHA Policy

DCHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant

investigation. In order for DCHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

DCHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Consent to Release of Information [24 CFR 982.516]
DCHA may investigate possible instances of error or abuse using all available DCHA and public records. If necessary, DCHA will require HCV families to give consent to the release of additional information.

Analysis and Findings
DCHA Policy
DCHA will base its evaluation on a preponderance of the evidence collected during its investigation.
Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence
For each investigation DCHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed DCHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies
All errors and instances of program abuse must be corrected prospectively. Whether DCHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

DCHA Policy
In the case of family-caused errors or program abuse, DCHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.
In the case of owner-caused errors or program abuse, DCHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals
DCHA Policy
DCHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a

description of the error or program abuse, (2) the basis on which DCHA determined the error or program abuses, (3) the remedies to be employed, and (4) the families right to appeal the results through the informal review or hearing process, if applicable (see Chapter 16).

PART II: CORRECTIVE MEASURES AND PENALTIES
14-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

Corrections
Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, DCHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

DCHA Policy
Increases in the family share will be implemented only after the family has received 15 days notice. Any decreases in family share will become effective the first of the month following the discovery of the error.

Reimbursement
Whether the family or owner is required to reimburse DCHA or DCHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE
Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members. An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA [HCV GB pp. 22-12 to 22-13]
DCHA Policy
In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. DCHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, DCHA will terminate the family's assistance in accordance with the policies in Chapter 12.

DCHA Reimbursement to Family [HCV GB p. 22-12]
DCHA Policy
DCHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

Prohibited Actions
An applicant or participant in the HCV program must not knowingly:
 Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
 Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

DCHA Policy
Any of the following will be considered evidence of family program abuse:
Payment to the owner in excess of amounts authorized by DCHA for rent, security deposit, and additional services Offering bribes or illegal gratuities to DCHA Board of Commissioners, employees, contractors, or other DCHA representatives
Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to DCHA on the family's behalf Use of a false name or the use of falsified, forged, or altered documents Intentional misreporting of family information or circumstances (e.g. income, family composition)
Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
Admission of program abuse by an adult family member
DCHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse
In the case of program abuse caused by a family DCHA may, at its discretion, impose any of the following remedies.
 DCHA may require the family to repay excess subsidy amounts paid by DCHA, as described earlier in this section.
 DCHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants).
 DCHA may deny or terminate the family's assistance following the policies set forth in Chapter 3 and Chapter 12 respectively.
 DCHA may refer the family for state or federal criminal prosecution as described in section 14-II.E.

14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE
Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan.
This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to DCHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the DCHA any excess subsidy received. DCHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, DCHA may allow the owner to pay in installments over a period of time.

DCHA Policy

In cases where the owner has received excess subsidy, the PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

Prohibited Owner Actions

An owner participating in the HCV program must not:

 Make any false statement to the PHA [Title 18 U.S.C. Section 1001].

 Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

DCHA Policy

Any of the following will be considered evidence of owner program abuse:

Charging the family rent above or below the amount specified by DCHA

Charging a security deposit other than that specified in the family's lease

Charging the family for services that are provided to unassisted tenants at no extra

Charge Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit

Knowingly accepting incorrect or excess housing assistance payments

Offering bribes or illegal gratuities to DCHA Board of Commissioners, employees, contractors, or other DCHA representatives

Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to DCHA

Residing in the unit with an assisted family

Remedies and Penalties

When DCHA determines that the owner has committed program abuse, DCHA may take any of the following actions:

 Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.

 Terminate the HAP contract (See Chapter 13).

 Bar the owner from future participation in any PHA programs.

 Refer the case to state or federal officials for criminal prosecution as described in section 14- II.E.

14-II.D. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of DCHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of DCHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in DCHA personnel policy. DCHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

Repayment to DCHA
Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by DCHA staff [HCV GB. 22-12].

PHA Reimbursement to Family or Owner
DCHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from DCHA's administrative fee reserves [HCV GB p. 22-12].

Prohibited Activities
DCHA Policy
Any of the following will be considered evidence of program abuse by DCHA staff:
Failing to comply with any HCV program requirements for personal gain
Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner
Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to DCHA Disclosing confidential or proprietary information to outside parties
Gaining profit as a result of insider knowledge of DCHA activities, policies, or Practices Misappropriating or misusing HCV funds
Destroying, concealing, removing, or inappropriately using any records related to the HCV program
Committing any other corrupt or criminal act in connection with any federal housing program

14-II.E. CRIMINAL PROSECUTION

DCHA Policy
When DCHA determines that program abuse by an owner, family, DCHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, DCHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).
Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14-II.F . FRAUD AND PROGRAM ABUSE RECOVERIES

DCHA may retain a portion of program fraud losses that DCHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163]. DCHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the DCHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that DCHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of DCHA related to the collection, these costs must be deducted from the amount retained by DCHA.

Chapter 15
SPECIAL HOUSING TYPES
[24 CFR 982 Subpart M]
INTRODUCTION

DCHA may permit a family to use any of the special housing types discussed in this chapter.
However, DCHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that DCHA must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. DCHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

DCHA Policy
Families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.
Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].
This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy
Part II: Congregate Housing
Part III: Group Homes
Part IV: Shared Housing
Part V: Cooperative Housing
Part VI: Manufactured Homes (including manufactured home space rental)
Part VII: Homeownership

PART I. SINGLE ROOM OCCUPANCY
[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW
A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances. When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on DCHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

 Access: Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.

 Fire Safety: All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

 Sanitary Facilities: At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.

 Space and Security: An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to leadbased paint do not apply.

PART II. CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A

congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom.
Food service for residents must be provided.
If approved by DCHA, a family member or live-in aide may reside with the elderly person or person with disabilities. 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.
When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), DCHA must use the payment standard for a 0-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), DCHA must use the 1-bedroom payment standard.
The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP. The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.
Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.
The housing quality standards applicable to lead-based paint do not apply.

PART III. GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

15-III.A. OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.
If approved by DCHA, a live-in aide may live in the group home with a person with disabilities. 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.
When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be 0- or 1-bedroom, depending on DCHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.
The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size.
The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.
The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.
The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.
The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, DCHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.
 Sanitary Facilities: A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
 Food Preparation and Service: Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
 Space and Security: Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other

appropriate social, recreational, or community space that may be shared with other residents.

 Structure and Material: To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.

 Site and Neighborhood: Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:

- Dangerous walks or steps
- Instability
- Flooding, poor drainage
- Septic tank back-ups
- Sewage hazards
- Mud slides
- Abnormal air pollution
- Smoke or dust
- Excessive noise
- Vibrations or vehicular traffic
- Excessive accumulations of trash
- Vermin or rodent infestation, and
- Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.

PART IV. SHARED HOUSING

[24 CFR 982.615 through 982.618]

15-IV.I. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by DCHA, a live-in aide may reside with the family to care for a person with disabilities. 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. When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, DCHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

DCHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards. HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

 Facilities Available for the Family: Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.

 Space and Security: The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A 0-bedroom or 1-bedroom unit may not be used for shared housing.

PART V. COOPERATIVE HOUSING

[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged "rent" a cooperative member is charged a "carrying charge."

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member's share of the cooperative debt

service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

PART VI. MANUFACTURED HOMES

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV assisted families may occupy manufactured homes in two different ways.
(1) A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.
(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. DCHA may, but are not required to, provide assistance for such families.

15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

Payment Standards

The FMR for a manufactured home space is generally 40 percent of the published FMR for a 2- bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. DCHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces.

Utility Allowance

DCHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a

move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

Space Rent

The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant paid utilities.

Housing Assistance Payment

The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.

Rent Reasonableness

Initially, and annually thereafter DCHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. DCHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

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. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

PART VII. HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [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. A family assisted under this option may be newly admitted or an existing participant in the HCV program. DCHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations. There are two forms of homeownership assistance DCHA may offer under this option: monthly homeownership assistance payments. DCHA may choose to offer either or both forms of homeownership assistance, or choose not to offer either. If DCHA offers both forms of assistance, a family must choose which form of assistance to receive. DCHA must offer either form of homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of DCHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. DCHA must

determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. DCHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where DCHA has otherwise opted not to implement a homeownership program.
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.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. DCHA may also establish additional initial requirements as long as they are described in DCHA administrative plan.
 The family must have been admitted to the Housing Choice Voucher program.

- The family must be in good standing with the Section 8 Voucher Program
- Family must have acceptable mortgage ready credit rating from all three Credit Reporting Agencies.

 The family must qualify as a first-time homeowner, or may be a cooperative 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. DCHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not DCHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.
 For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
 For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
 The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
 The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, DCHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
 The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option
 Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

 Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), DCHA may limit homeownership assistance to families or purposes defined by DCHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in DCHA administrative plan. If DCHA limits the number of families that may participate in the homeownership option, DCHA must establish a system by which to select families to participate.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, DCHA must determine that the unit satisfies all of the following requirements:

 The unit must meet HUD's "eligible housing" requirements. The unit may not be 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;
- On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

 The unit must be under construction or already exist at the time the family enters into the contract of sale.

 The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.

 The unit must have been inspected by DCHA and by an independent inspector designated by the family.

 The unit must meet Housing Quality Standards (see Chapter 8).

 For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

 For DCHA-owned units all of the following conditions must be satisfied:

- DCHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a DCHA-owned unit is freely selected by the family without DCHA pressure or steering;
- The unit is not ineligible housing;
- DCHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any DCHA provided financing. All of these actions must be completed in accordance with program requirements. DCHA must not approve the unit if DCHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL PHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. DCHA will allow the family an initial 3 months (90) days to procure financing, locate and purchase a home. An additional extension may be issued for up to 3 additional months provided the family continues to report on their progress in finding a home. A family may be required to attend a Homeownership briefing and educations component for a second time if their voucher has expired and the family failed to locate and purchase a home during the time allotted. In addition a family who fails to report their progress anytime during the Home Purchase process will be deemed ineligible for the program and may have to renew their eligibility at a later date.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by DCHA. HUD suggests the following topics for DCHA-required pre-assistance counseling:

- Home Maintenance/Community Responsibility
- Budgeting Money Management/Savings
- Credit Counseling/Mortgages
- Choosing A Home/The Sales Contract
- Insurance/Your Home and Community
- Predatory Lending
- Foreclosure
- Financial Protectors

In addition to pre-purchase counseling, the family must meet with the Homeownership Coordinator for an annual 1 on 1 interview in addition the family may be required to attend Homeownership related seminars through out the term of Housing Assistance.

DCHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

DCHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If DCHA offers a program of ongoing counseling for participants in the homeownership option, DCHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If DCHA does not use a HUD-approved housing counseling agency to provide the counseling, DCHA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND DCHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

The DCHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until DCHA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. DCHA may not require the family to use an independent inspector selected by DCHA. The independent inspector may not be a DCHA employee or contractor, or other person under control of DCHA. However, DCHA may establish standards for qualification of inspectors selected by families under the homeownership option. DCHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

Contract of Sale

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give DCHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

Disapproval of a Seller

In its administrative discretion, DCHA may deny approval of a seller for the same reasons DCHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

DCHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. DCHA must establish policies describing these requirements in the administrative plan.

DCHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, DCHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the DCHA the homeownership assistance for the month when the family moves out. 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.

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 24 CFR 982.551 (h) and (i).

 The family must supply information to DCHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by DCHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.

 The family must notify DCHA before moving out of the home.

 The family must notify 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 comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

 Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or

 Ten years, in all other cases. The maximum term described above applies to any member of the family who:

 Has an ownership interest in the unit during the time that homeownership payments are made; or

 Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).
If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

15-VII.K. 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, DCHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in elsewhere in this plan for the Housing Choice Voucher program.
DCHA may pay the homeownership assistance payments directly to the family, or at DCHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, DCHA must pay the excess directly to the family.
Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.
DCHA must adopt policies for determining the amount of homeownership expenses to be allowed by DCHA in accordance with HUD requirements.
Homeownership expenses (not including cooperatives) only include amounts allowed by DCHA to cover:
 Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
 Real estate taxes and public assessments on the home;
 Home insurance;
 DCHA allowance for maintenance expenses is $50.00.
 DCHA allowance for costs of major repairs and replacements is $100.00.
 DCHA utility allowance for the home;
 Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if DCHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
 Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].
 For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.
Homeownership expenses for a cooperative member may only include amounts allowed by DCHA to cover:

 The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
 Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 Home insurance;
 DCHA allowance for maintenance expenses;
 DCHA allowance for costs of major repairs and replacements;
 DCHA utility allowance for the home; and
 Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if DCHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
 Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and DCHA policies, a 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 family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

15-VII.M. 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 may deny permission to move to a new unit with continued voucher assistance as follows:
 Lack of funding to provide continued assistance.
 At any time, DCHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
 In accordance with DCHA's policy regarding number of moves within a 12-month period. DCHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

 The family defaulted on an FHA-insured mortgage; and
 The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, DCHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).
DCHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633.
DCHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

CHAPTER 16
PROGRAM ADMINISTRATION
INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes DCHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to DCHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which DCHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect DCHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of recordkeeping. This part outlines the privacy rights of applicants and participants and record retention policies DCHA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes DCHA's responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

DCHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for DCHA fiscal year. If funds in the administrative fee reserve are not needed to cover DCHA administrative expenses, DCHA may use these funds for other housing purposes permitted by Federal, State and local law.

If DCHA has not adequately administered any Section 8 program, HUD may prohibit use of funds in the administrative fee reserve, and may direct DCHA to use funds in the reserve to improve administration of the program or to reimburse ineligible expenses. HUD also may prohibit use of the funds for certain purposes.
HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the administrative fee reserve without specific approval.

DCHA Policy
Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures will not exceed $10,000 per occurrence without the prior approval of DCHA's Board of Commissioners.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES
16-II.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow DCHA to adapt the program to local conditions. This part discusses how DCHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:
 Payment Standards, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
 Utility Allowances, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

DCHA Policy
Copies of the payment standard and utility allowance schedules are available for review In DCHA's offices during normal business hours.
Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.
DCHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from DCHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.
DCHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within DCHA's jurisdiction, and for each unit size within

each of the FMR areas. For each unit size, DCHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, DCHA is required to establish a payment standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, DCHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require DCHA to make further adjustments if it determines that rent burdens for assisted families in DCHA's jurisdiction are unacceptably high 24 CFR 982.503(g)].

DCHA Policy

DCHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published. In addition to ensuring the payment standards are always within the "basic range" DCHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: DCHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. DCHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, DCHA will consider increasing the payment standard. In evaluating rent burdens, DCHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: DCHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: DCHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: DCHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: DCHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Changes to payment standard amounts will be effective on December 1st of every year unless, based on the proposed FMRs, it appears that one or more of the PHA's current payment standard amounts will be outside the basic range when the final FMRs are published. In that case, DCHAs payment standards will be effective October 1st instead

of December 1st.
If DCHA has already processed reexaminations that will be effective on or after October 1st, and the effective date of the payment standards is October 1st, DCHA will make retroactive adjustments to any such reexaminations if the new payment standard amount is higher than the one used by DCHA at the time the reexamination was originally processed.

Exception Payment Standards [982.503(c)]

DCHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. DCHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(c)(2)(ii)]

Unit-by-unit exceptions to DCHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect DCHA's payment standard schedule.

When needed as a reasonable accommodation, DCHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 110 percent of the applicable FMR for the unit size [HCV GB 7-9]. DCHA may request HUD approval for an exception to the payment standard for a particular family if the required amount falls between 110 and 120 percent of the FMR.

DCHA Policy

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, DCHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, DCHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows DCHA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, DCHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;

 DCHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
 DCHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.
Although HUD approves the success rate payment standard for all unit sizes in the FMR area, DCHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of DCHA's jurisdiction within the FMR area.

Decreases in the Payment Standard Below the Basic Range [24 CFR 982.503(d)]
DCHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

A DCHA-established utility allowance schedule is used in determining family share and PHA subsidy. 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.
The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, DCHA must use normal patterns of consumption for the community as a whole, and current utility rates.
The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.
In the utility allowance schedule, DCHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.
The cost of each utility and housing service must be stated separately by unit size and type.
Chapter 16 of the *HCV Guidebook* provides detailed guidance to DCHA about establishing utility allowance schedules.

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.

DCHA Policy
DCHA will not permit a family to pay for a utility service that cannot be placed into their name. examples; taxes, sewer, trash…..

DCHA has included an allowance for air-conditioning in its schedule. Central airconditioning 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 a DCHA to approve a utility allowance amount higher than shown on DCHA'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 (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

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.

DCHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-III.A. OVERVIEW

When DCHA makes a decision that has a negative impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants, or for applicants denied admission because of citizenship issues, the appeal takes the form of an informal hearing.

DCHA is required to include in their administrative plans, informal review procedures for applicants, and informal hearing procedures for participants [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

Decisions Subject to Informal Review

DCHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on DCHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

 Discretionary administrative determinations by DCHA
 General policy issues or class grievances
 A determination of the family unit size under DCHA subsidy standards
 DCHA determination not to grant approval of the tenancy
 DCHA determination that the unit is not in compliance with the HQS
 DCHA determination that the unit is not in accordance with the HQS due to family size or composition

DCHA Policy
DCHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on DCHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]
DCHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for DCHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

DCHA Policy
A request for an informal review must be made in writing and delivered to DCHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of DCHA's denial of assistance.

Informal Review Procedures [24 CFR 982.554(b)]
The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.
The applicant must be provided an opportunity to present written or oral objections to the decision of DCHA. The person conducting the review will make a recommendation to DCHA, but DCHA is responsible for making the final decision as to whether assistance should be granted or denied.

Informal Review Decision [24 CFR 982.554(b)]
The DCHA must notify the applicant of the DCHA's final decision, including a brief statement of the reasons for the final decision.

DCHA Policy
In rendering a decision, DCHA will evaluate the following matters:
Whether or not the grounds for denial were stated factually in the Notice.
The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. DCHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, DCHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, DCHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

DCHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

DCHAs must offer an informal hearing for certain DCHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to DCHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether DCHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and DCHA policies.

DCHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed.

Termination of assistance for a participant may include any or all of the following:

 Refusing to enter into a HAP contract or approve a lease

 Terminating housing assistance payments under an outstanding HAP contract

 Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which DCHA must give a participant family an opportunity for an informal hearing are as follows:

 A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment

 A determination of the appropriate utility allowance (if any) for tenant-paid utilities from DCHA utility allowance schedule

 A determination of the family unit size under DCHA's subsidy standards

 A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under DCHA's subsidy standards, or DCHA determination to deny the family's request for exception from the standards

 A determination to terminate assistance for a participant family because of the family's actions or failure to act

 A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under DCHA policy and HUD rules

 A determination to teminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR

984.303(i)]

Circumstances for which an informal hearing is not required are as follows:
 Discretionary administrative determinations by DCHA
 General policy issues or class grievances
 Establishment of DCHA schedule of utility allowances for families in the program
 DCHA determination not to approve an extension or suspension of a voucher term
 DCHA determination not to approve a unit or tenancy
 DCHA determination that a unit selected by the applicant is not in compliance with the HQS
 DCHA determination that the unit is not in accordance with HQS because of family size
 A determination by DCHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

DCHA Policy
DCHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

Informal Hearing Procedures
***Notice to the Family* [24 CFR 982.555(c)]**

When DCHA makes a decision that is subject to informal hearing procedures, DCHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.
For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, DCHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.
For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to DCHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

DCHA Policy
In cases where DCHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:
The proposed action or decision of DCHA.
A brief statement of the reasons for the decision including the regulatory reference.
The date the proposed action will take place.
A statement of the family's right to an explanation of the basis for DCHA's decision.
A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.
To whom the hearing request should be addressed.
A copy of DCHA's hearing procedures.

Scheduling an Informal Hearing **[24 CFR 982.555(d)]**
When an informal hearing is required, DCHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

DCHA Policy
A request for an informal hearing must be made in writing and delivered to DCHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of DCHA's decision or notice to terminate assistance.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, DCHA may request documentation of the "good cause" prior to rescheduling the hearing.
If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact DCHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. DCHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery **[24 CFR 982.555(e)]**
Participants and DCHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any DCHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If DCHA does not make the document available for examination on request of the family, DCHA may not rely on the document at the hearing.
DCHA hearing procedures may provide that DCHA must be given the opportunity to examine at DCHA offices before the hearing, any family documents that are directly relevant to the hearing. DCHA must be allowed to copy any such document at DCHA's expense. If the family does not make the document available for examination on request of DCHA, the family may not rely on the document at the hearing.
For the purpose of informal hearings, *documents* include records and regulations.

DCHA Policy
DCHA must be given an opportunity to examine at DCHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, DCHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing.

Participant's Right to Bring Counsel **[24 CFR 982.555(e)(3)]**
At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer **[24 CFR 982.555(e)(4)]**
Informal hearings will be conducted by a person or persons approved by DCHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

DCHA Policy
DCHA has designated the following to serve as hearing officers:
Executive Director

Attendance at the Informal Hearing

DCHA Policy
Hearings may be attended by a hearing officer and the following applicable persons:
DCHA representative and any witnesses for DCHA
The participant and any witnesses for the participant
The participant's counsel or other representative
Any other person approved by DCHA as a reasonable accommodation for a person with a disability

Conduct at Hearings
The person who conducts the hearing may regulate the conduct of the hearing in accordance with DCHA's hearing procedures [24 CFR 982.555(4)(ii)].
DCHA Policy
The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence **[24 CFR 982.555(e)(5)]**
DCHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

DCHA Policy
Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.
Oral evidence: the testimony of witnesses
Documentary evidence: a writing which is relevant to the case, for example, a letter written to DCHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.
Real evidence: A tangible item relating directly to the case.
Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.
If either DCHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.
Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.
***Hearing Officer's Decision* [24 CFR 982.555(e)(6)]**
The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

DCHA Policy
In rendering a decision, the hearing officer will consider the following matters:
DCHA **Notice to the Family**: The hearing officer will determine if the reasons for DCHA's decision are factually stated in the Notice.
Discovery: The hearing officer will determine if DCHA and the family were given the opportunity to examine any relevant documents in accordance with DCHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support DCHA's conclusion.
Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and DCHA policies. If the grounds for termination are not specified in the regulations or in compliance with DCHA policies, then the decision of DCHA will be overturned.
The hearing officer will issue a written decision to the family and DCHA no later than 10 business days after the hearing. The report will contain the following information:
Hearing information:
Name of the participant;
Date, time and place of the hearing;
Name of the hearing officer;
Name of DCHA representative; and
Name of family representative (if any).
Background: A brief, impartial statement of the reason for the hearing.
Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than 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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold DCHA's decision.

Order: The hearing report will include a statement of whether DCHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct DCHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct DCHA to restore the participant's program status.

Procedures for Rehearing or Further Hearing

DCHA Policy

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 DCHA will take effect and another hearing will not be granted.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while DCHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or DCHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 11, the notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief und the provisions for preservation of families [24 CFR 5.514 and 5.518].

 That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
 That the family has a right to request an informal hearing with DCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
 For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]
When DCHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, DCHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide DCHA with a copy of the written request for appeal and the proof of mailing.

DCHA Policy
DCHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results. The family must provide DCHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS. The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results. The USCIS will notify the family, with a copy to DCHA, of its decision. When the USCIS notifies DCHA of the decision, DCHA must notify the family of its right to request an informal hearing.

DCHA Policy
DCHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]
After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that DCHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of DCHA notice of denial or termination, or within 30 days of receipt of the USCIS appeal decision.
For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.
The informal hearing procedures for applicant families are described below.

Informal Hearing Officer
DCHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

Evidence
The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of DCHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
The family must also be provided the opportunity to refute evidence relied upon by DCHA, and to confront and cross-examine all witnesses on whose testimony or information DCHA relies.

Representation and Interpretive Services
The family is entitled to be represented by an attorney or other designee, at the family's expense and to have such person make statements on the family's behalf.
The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

Recording of the Hearing
The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

PHA Policy
The PHA will not provide a transcript of an audio taped hearing.

Hearing Decision
The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]
The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:
 The application for assistance
 The form completed by the family for income reexamination
 Photocopies of any original documents, including original USCIS documents

 The signed verification consent form
 The USCIS verification results
 The request for an USCIS appeal
 The final USCIS determination
 The request for an informal hearing
 The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO DCHA
16-IV.A. OVERVIEW

DCHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to DCHA [24 CFR 982.54]. This part describes DCHA's policies for recovery of monies that have been overpaid on behalf of families, or to owners.

DCHA Policy
When an action or inaction of an owner or participant results in the overpayment of housing assistance, DCHA holds the owner or participant liable to return any overpayments to DCHA.

DCHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to DCHA, DCHA will utilize other available collection alternatives including, but not limited to, the following:
Collection agencies
Small claims court
Civil law suit
State income tax set-off program

16-IV.B. REPAYMENT POLICY
Owner Debts to the DCHA

DCHA Policy
Any amount due to DCHA by an owner must be repaid by the owner within 60 days of DCHA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, DCHA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments DCHA will offer to enter into a repayment agreement in accordance with the policies below.

If the owner refuses to repay the debt, enter into a repayment agreement, or breaches a

repayment agreement, DCHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the DCHA

PHA Policy
Any amount due to the DCHA by an HCV participant must be repaid by the family. If the family is unable to repay the debt within 60 days, DCHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, DCHA will terminate the assistance upon notification to the family and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]
The term r*epayment agreement* refers to a formal document signed by a tenant or owner and provided to DCHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Repayment Agreement Guidelines
Down Payment Requirement

DCHA Policy
Prior to the execution of a repayment agreement, the owner or family must pay 30 percent of the balance owed to DCHA.

Payment Thresholds
DCHA Policy

Initial payment due – 30% of Total Amount owed.
Zero to $500.00 must be repaid within 3-12 months
$501.00 to $1,000. must be repaid within 12-18 months
$1001. to $2500. must be repaid within 18-24 months

Execution of the Agreement
DCHA Policy
The head of household and spouse/cohead (if applicable) must sign the repayment agreement.

Due Dates
DCHA Policy
All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Non-Payment

DCHA Policy
If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by DCHA, DCHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and DCHA will terminate assistance upon written notification to the family.

If a family receives 3 delinquency notices for unexcused late payments in a 12 month period, the repayment agreement will be considered in default, and DCHA will terminate assistance upon written notification to the family.

No Offer of Repayment Agreement
DCHA Policy
DCHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family or owner, or the amounts owed by the family or owner exceed the Federal or State threshold for criminal prosecution.

PART V: MANAGEMENT ASSESSMENT (SEMAP)
16-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure DCHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for DCHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect DCHA in several ways.
 High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
 PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
 PHAs with an overall rating of “troubled” are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated “troubled” may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
 HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

DCHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by DCHA board resolution and signed by DCHA executive director. If DCHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director. PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as "troubled" [24 CFR 985.105].
Failure of DCHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of "troubled." DCHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.
Upon receipt of DCHA's SEMAP certification, HUD will rate DCHA's performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method
Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. DCHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify DCHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]
The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.
A PHA that expends less than $300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not be rated under SEMAP indicators 1-7.

SEMAP Indicators
Indicator 1: Selection from the waiting list

Maximum Score: 15
 This indicator shows whether DCHA has written policies in its administrative plan for selecting applicants from the waiting list and whether DCHA follows these policies when selecting applicants for admission from the waiting list.
 Points are based on the percent of families that are selected from the waiting list in accordance with DCHA's written policies, according to DCHA's quality control sample.

Indicator 2: Rent reasonableness
Maximum Score: 20
 This indicator shows whether DCHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units
 Points are based on the percent of units for which DCHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to DCHA's quality control sample.

Indicator 3: Determination of adjusted income
Maximum Score: 20
 This indicator measures whether DCHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent.
 Points are based on the percent of files that are calculated and verified correctly, according to DCHA's quality control sample.

Indicator 4: Utility allowance schedule
Maximum Score: 5
 This indicator shows whether DCHA maintains an up-to-date utility allowance schedule.
 Points are based on whether DCHA has reviewed the utility allowance schedule and adjusted it when required, according to DCHA's certification.

Indicator 5: HQS quality control inspections
Maximum Score: 5
 This indicator shows whether DCHA supervisor reinspects a sample of units under contract during DCHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
 Points are based on whether the required quality control reinspections were completed, according to DCHA's certification.

Indicator 6: HQS enforcement
Maximum Score: 10
 This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension.
 Points are based on whether DCHA corrects all HQS deficiencies in accordance with required time frames, according to DCHA's certification.

Indicator 7: Expanding housing opportunities
Maximum Points: 5
 Only applies DCHAs with jurisdiction in metropolitan FMR areas.
 This indicator shows whether DCHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority

concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside DCHA jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.
 Points are based on whether DCHA has adopted and implemented written policies in accordance with SEMAP requirements, according to DCHA's certification.

Indicator 8: FMR limit and payment standards
Maximum Points: 5 points
 This indicator shows whether DCHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
 Points are based on whether DCHA has appropriately adopted a payment standard schedule(s), according to DCHA's certification.

Indicator 9: Annual reexaminations
Maximum Points: 10
 This indicator shows whether DCHA completes a reexamination for each participating family at least every 12 months.
 Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

Indicator 10: Correct tenant rent calculations
Maximum Points: 5
 This indicator shows whether DCHA correctly calculates the family's share of the rent to owner.
 Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

Indicator 11: Pre-contract HQS inspections
Maximum Points: 5
 This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
 Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

Indicator 12: Annual HQS inspections
Maximum Points: 10
 This indicator shows whether DCHA inspects each unit under contract at least annually.
 Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.

Indicator 13: Lease-up
Maximum Points: 20 points
 This indicator shows whether DCHA enters HAP contracts for the number of units or funding reserved under ACC for at least one year.
 Points are based on the percent of units leased during the last completed DCHA fiscal year, or the percent of allocated budget authority that has been expended by DCHA, according to data from DCHA's last year-end operating statement that is recorded in HUD's accounting system.

Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances
Maximum Points: 10
 Only applies to DCHA with mandatory FSS programs.
 This indicator shows whether DCHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.
 Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders
Maximum Points: 5
 Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.
 This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
 Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator
Maximum Points: 5
 Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile.
 Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
 Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING
16-VI.A. OVERVIEW

DCHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the

United States upon request. In addition, DCHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, DCHA must keep:
 A copy of the executed lease;
 The HAP contract; and
 The application from the family.
In addition, DCHA must keep the following records for at least three years:
 Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
 An application from each ineligible family and notice that the applicant is not eligible;
 HUD-required reports;
 Unit inspection reports;
 Lead-based paint records as required by 24 CFR 35, Subpart B.
 Accounts and other records supporting DCHA budget and financial statements for the program;
 Records to document the basis for DCHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
 Other records specified by HUD.
If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHA Policy
All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.
PHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]
The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law. Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes

how the information collected using the form may be used, and under what conditions HUD or DCHA may release the information collected.

Upfront Income Verification (UIV) Records
PHAs that access UIV data through HUD's UIV System are required to adopt and follow specific security procedures to ensure that all UIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in *Upfront Income Verification (UIV) System PHA Security Procedures*, Version 1.1, issued April 4, 2004.

DCHA Policy
Prior to utilizing HUD's UIV system, DCHA will adopt and implement UIV security procedures required by HUD.

Criminal Records
DCHA may only disclose the criminal conviction records which DCHA receives from a law enforcement agency to officers or employees of DCHA, or to authorized representatives of DCHA who have a job-related need to have access to the information [24 CFR 5.903(e)]. DCHA must establish and implement a system of records management that ensures that any criminal record received by DCHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the DCHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

DCHA must establish and implement a system of records management that ensures that any sex offender registration information received by DCHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to DCHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by DCHA other than under 24 CFR 5.905.

Medical/Disability Records
PHAs are not permitted to inquire about the nature or extent of a person's disability. 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 should not place this information in the tenant file. DCHA should destroy the document.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

DCHA has certain responsibilities relative to children with environmental intervention blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that DCHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

DCHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

DCHA Policy
DCHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, DCHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.

If DCHA obtains names and addresses of environmental intervention blood lead level children from the public health department(s), DCHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, DCHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, DCHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

DCHA Policy
The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, DCHA is not providing such a report.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16. VIII.A. OVERVIEW

The Housing Choice voucher regulation allow DCHA to deny families permission to move and to terminate Housing Assistance Payment (HAP) contracts if funding under the consolidate ACC is insufficient to support continued assistance [24 CFR 982.314(e)(1) and 982.454]. Insufficient funding may also impact DCHA's ability to issue vouchers to families on the waiting list.

16. VIII.B. METHODOLOGY

DCHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing DCHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, DCHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units lease per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if DCHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, DCHA will be consider to have insufficient funding.

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 compilation of Federal rules which 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
FDICFederal Deposit Insurance Corporation
FHA Federal Housing Administration
FICAFederal 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
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; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
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
PHA Public Housing Agency
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

1937 ACT. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)
ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.
ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.
ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under

the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.
ADA. Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
ADJUSTED INCOME. Annual income, less allowable HUD deductions.
ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.
ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA 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 BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.
ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA 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 PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.
CERTIFICATE. A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.
CERTIFICATE PROGRAM. Pre-merger rental certificate program.
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).

COMMON SPACE. In shared housing: Space available for use by the assisted family and other occupants of the unit.
CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.
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 PHA 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 voucher program.
CONTRACT. (See Housing Assistance Payments Contract.)
COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type:
See 24 CFR 982.619.
COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance 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 the assistance.
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 which enable a family member (including the disabled family member) to work.
DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
DISABLED PERSON. See Person with Disabilities.
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)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

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, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family)**.** A family is defined by the PHA 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. See FMR/Exception rent.

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.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

FAIR HOUSING ACT. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

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 to:

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;
A near-elderly family;
A displaced family
The remaining member of a tenant family; and
A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
("Family" can be further defined by the PHA).

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:
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.
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 RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA 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 appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

FMR/EXCEPTION RENT. The fair market rent published by HUD headquarters. In the premerger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

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 attending school or vocational training on a fulltime basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner 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, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("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 a PHA. The total assistance payment consists of:
A payment to the owner for rent to owner under the family's lease.
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 a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA 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. The Department of Housing and Urban Development.
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.
IMPUTED WELFARE INCOME. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.
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 by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.
INITIAL PHA. In portability, the term refers to both:
A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
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.
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 PHA 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 which included six or more minors. This term is no longer used.
LEASE. 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 PHA. 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 PHA.
LEASE ADDENDUM. For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.
LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.
LOCAL PREFERENCE. A preference used by the PHA to select among applicant families.
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. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.
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 FHAinsured 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 Certificate 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 or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.
MERGER DATE. October 1, 1999.
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.
MUTUAL HOUSING. Included in the definition of COOPERATIVE.
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.
NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
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 a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.
OVER-FMR TENANCY (OFTO). In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.
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 PHA's program and is currently

assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).
PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family.
PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).
PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.
PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.
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.
PROCESSING ENTITY. Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."
PROGRAM. The Section 8 tenant-based assistance program under 24 CFR Part 982.
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 which is authorized to administer the program (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 tenantbased assistance program pursuant to a contract with the contract administrator of 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 administering 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 for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.
RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a 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 recertifications.
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 wellbeing. 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.
RESPONSIBLE ENTITY. For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.
SECRETARY. The Secretary of Housing and Urban Development.
SECTION 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
SECURITY DEPOSIT. A dollar amount which 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.
SHARED HOUSING. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.
SINGLE PERSON. A person living alone or intending to live alone.
SPECIAL ADMISSION. Admission of an applicant that is not on the PHA 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).

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

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) which receives the benefit of subsidy in the form of: 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 Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or Direct loans pursuant to Section 202 of the Housing Act of 1959; or 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;

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 the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

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 monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

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. In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.
UTILITY REIMBURSEMENT PAYMENT. In the pre-merger certificate program, 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 pre-merger certificate 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 which 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 pre-merger 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 therefrom 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 (rental voucher). A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.
VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).
VOUCHER PROGRAM. The Housing Choice Voucher program.
WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the PHA waiting list.
WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.
WELFARE RENT. This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program. 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.
If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.
WELFARE-TO-WORK (WTW) FAMILIES. Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

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 OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.
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 national of the United States.
PHA. A housing authority who operates Public Housing.
RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).
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 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).
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.

TENANT SELECTION PLAN AND CONTINUED PARTICIPATION POLICY

KINDER PARK MID-RISE

PA 26-0020-001

DELAWARE COUNTY HOUSING AUTHORITY

Anthony Grosso, Chairman

Lawrence E. Hartley, Executive Director

Submission Date:	11-01-76
	12-09-76
	05-13-80
	06-02-88
	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
	01-10-05
	10-20-05
	06-16-06
	09-29-06

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 (but 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. Income Targeting

DCHA will provide housing to at least 40 percent of the assisted units that become available in each year of the project's fiscal year available for leasing to families whose income does not exceed 30 percent of the area median income ("extremely low-income") at the time of admission.

DCHA will achieve this by first determining the appropriate income levels of the current residents in the development. In order to accomplish this task, DCHA may skip applicants on the waiting list to select the first eligible family meeting the extremely low-income families for the purpose of selecting higher income families for admission.

D. 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.

E. 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 or disabled 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.

      An applicant who is a student, is under 24 years of age, is not a veteran, is unmarried and does not have a dependent child, both the applicant and the applicant's parents must meet the applicable income limits, except as discussed in HUD's Guidance on the student Eligibility Rule.

      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

Non-citizens (except those ages 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) Non-citizens 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 non-citizen family member residing with the student.

F. 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.

G. 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.

H. 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 in 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 thatare 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.

A family who is referred to DCHA through the Office of the Inspector General for the purpose of the Witness Protection Program.

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.

j) A family whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal state or local disaster relief laws.

I. 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.

J. 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.

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

e) 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 offender's 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.

f) 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.

K. <u>Denying Admissions – Discretionary Provisions</u>

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) 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. If any household member is currently engaged in, or has engaged in any of these criminal activities, within the past **ten** years, the family will be denied assistance.

Drug related criminal activity, defined by HUD as the illegal, manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]. Criminal activity that may threaten the health , safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DCHA(including a DCHA employee or a DCHA contractor, subcontractor or agent).

b) 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 .

c) 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.

L. 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:

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 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.

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 or 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.

B. 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.

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

D. 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.

E. A Live-in aide 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: TERMINATION OF LEASE BY RESIDENT:

A. Resident must submit a written thirty (30) day notice of intent to vacate in accordance with the Residential Dwelling Lease to the Property Manager. The 30 day notice must be submitted prior to the end of the month and the last month's rent must be paid in full. An adjustment will be made at move-out for the balance. Example: if a resident indicates that he/she will be vacating the property on the 15th of the month, and provides a notice by the 15th of the previous month, the resident will still be required to pay the full month's rent for the month they are vacating, however; the resident will receive a credit at move-out. Failure to submit the proper notice will result in forfeiture of security deposit except in the case of death. In that case, a family representative should contact the Property Management immediately to discuss arrangements to vacate the unit.

B. A pre-inspection will be conducted by maintenance staff or the Property Manager no later than ten (10) days prior to move-out. Management will provide resident with notice in accordance with the Residential Dwelling Lease.

C. A final inspection will be conducted on the day of move-out by the Inspection Department, Maintenance or Property Manager. The inspection should be conducted with the resident or their designee. If resident refuses to be present for the inspection, this should be noted on the resident signature line. Once the inspection is completed, both parties must sign and a copy should be given to the resident. All keys must be turned over to DCHA personnel at the end of the inspection. The move-out inspection should be completed using the same form used at move-in.

SECTION IX: RE-EXAMINATION OF FAIMLY INCOME, COMPOSITION AND EXTENT TO EXCEPTIONAL MEDICAL OR OTHER UNUSUAL EXPENSES:

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.

SECTION X: 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.

A. 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 Property Manager. 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) and to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

   Children of opposite sex will be allowed to share a unit up to the age of 3. The family's name shall be placed on the Transfer List after reporting the birth of the child that contributed to the need for a larger unit.

   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 himself/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) Meets reasonable housekeeping standards and have no housekeeping lease violations;

   d) 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. Residents will be given 30 day to move to the new unit.

   a) The cost of a moving van for relocation
   b) The transfer fee for all utility services

6. The Property Manager and/or the Leasing Agent has the responsibility to obtain and document all pertinent information relative to a request for transfer:

SECTION XI: INTERIM ADJUSTMENT TOTAL TENANT PAYMENT

A. Total tenant payment may be adjusted when the family income increases by $200.00 per month or more, 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 XII: VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Act 2005 (VAWA) prohibits the eviction of and removal of assistance from certain persons living in public housing that are victims of criminal domestic violence, dating violence, sexual assault or stalking as well as members of the victim's immediate family.

SECTION XIII: ESTABLISHMENT OF AMOUNT OF HOUSING ASSISTANCE PAYMENTS:

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 IXV: 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. Additional cards 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 XV: 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 XVI: 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).

3. 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. Fair Market Rent

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.

M. 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.)

N. 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.

O. 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.

P. Planned Employment

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

Q. 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).

R. 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.

PERSONS	LOW INCOMES	VERY LOW INCOMES	30% OF MEDIAN
1	40,400	25,250	15,150
2	46,150	28,850	17,300
3	51,950	32,450	19,500
4	57,700	36,050	21,650
5	62,300	38,950	23,400
6	66,950	41,800	25,100
7	71,150	44,700	26,850
8	76,150	47,600	28,600

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.

TENANT SELECTION PLAN AND CONTINUED PARTICIPATION POLICY

MESON

PA 26T-793008

DELAWARE COUNTY HOUSING AUTHORITY

Anthony Grosso, Chairman

Lawrence E. Hartley, Executive Director

Submission Date:	11-01-76
	12-09-76
	05-13-80
	06-02-88
	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
	01-10-05
	10-20-05
	06-16-06
	10-02-06

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 (but 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. Income Targeting

DCHA will provide housing to at least 40 percent of the assisted units that become available in each year of the project's fiscal year available for leasing to families whose income does not exceed 30 percent of the area median income ("extremely low-income") at the time of admission.

DCHA will achieve this by first determining the appropriate income levels of the current residents in the development. In order to accomplish this task, DCHA may skip applicants on the waiting list to select the first eligible family meeting the extremely low-income families for the purpose of selecting higher income families for admission.

D. 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.

E. 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 a disabled person" 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.

An applicant who is a student, is under 24 years of age, is not a veteran, is unmarried and does not have a dependent child, both the applicant and the applicant's parents must meet the applicable income limits, except as discussed in HUD's Guidance on the Student Eligibility Rule.

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

Non-citizens (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) Non-citizens 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 non-citizen family member residing with the student.

F. Waiting List Management

An applicant may apply for as many available housing programs as he or she qualifies. When the applicant's 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.

G. <u>Local Preference</u>

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:

<u>Points</u>
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 a 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:

1) 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).

2) If DCHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or

3) 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.

H. 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 in 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 that 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: *A family who is referred to DCHA through the Office of the Inspector General for the purpose of the Witness Protection Program.*

   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.

I. 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 his/her other rights, if he/she believes that they are 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 (3) years a copy of the applicants' 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.

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

1) DCHA will deny admission to housing if:

a. 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. If any household member is currently engaged in or has engaged in any of these criminal activities within the past **ten** years, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, use of or possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]. Criminal activity that may threaten the health, safety or

right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DCHA (including a DCHA employee or a DCHA contractor, subcontractor or agent).

b. 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 .

c. 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.

K. 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.

L. 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 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. (Examples of other persons under the tenant's control include party attendees, regular visitors, and people who visit on a 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 imposed 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-serve basis. Priority will be 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, or 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.

B. 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.

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

D. 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.

E. 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.

SECTION VIII: VIOLENCE AGAINST WOMEN ACT:

The Violence Against Women Act of 2005 (VAWA) prohibits the eviction and/or removal of assistance of certain persons living in public housing that are victims of criminal domestic violence, dating violence, sexual assault or stalking, as well as members of the victim's immediate family.

SECTION IX: 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 X: UNIT TRANSFER:

A. Transfers to other dwelling units shall be made without regard to race, color, religious creed, ancestry, political, or union affiliations, 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. If DCHA determines that a tenant's current unit is smaller or larger than appropriate as a result of a change in family size or composition, DCHA will require the tenant to transfer to another unit. DCHA shall not reduce or terminate the assistance payment associated with the original unit until the family has been offered a transfer to a unit of appropriate size and given at least thirty days to move to the new unit.

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) AdministrativeT ransfers - 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.

SECTION XI: 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.

D. 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 XII: ESTABLISHMENT OF AMOUNT OF HOUSING ASSISTANCE:

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 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 IXV: 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 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; and
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).

3. 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 amounts 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, 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. Fair Market Rent

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.

M. 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.)

N. 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.

O. 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.

P. Planned Employment

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

Q. 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).

R. 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.

PERSONS	LOW INCOMES	VERY LOW INCOMES	30% OF MEDIAN
1	40,400	25,250	15,150
2	46,150	28,850	17,300
3	51,950	32,450	19,500
4	57,700	36,050	21,650
5	62,300	38,950	23,400
6	66,950	41,800	25,100
7	71,150	44,700	26,850
8	76,150	47,600	28,600

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.

TENANT SELECTION PLAN AND CONTINUED PARTICIPATION POLICY

UPLAND TERRACE

THE MILLS AT PARKVIEW

SECTION 8 HOUSING ASSISTANCE PAYMENT PROGRAMS

DELAWARE COUNTY HOUSING AUTHORITY

Anthony Grosso, Chairman

Lawrence E. Hartley, Executive Director

Submission Date: 11-01-76
12-09-76
05-13-80
06-02-88
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
01-10-05
11-01-05
10-02-06

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. Income Targeting

DCHA will provide housing to at least 40 percent of the assisted units that become available in each year of the project's fiscal year available for leasing to families whose income does not exceed 30 percent of the area median income ("extremely low-income") at the time of admission.

DCHA will achieve this by first determining the appropriate income levels of the current residents in the development. In order to accomplish this task, DCHA may skip applicants on the waiting list to select the first eligible family meeting the extremely low-income families for the purpose of selecting higher income families for admission.

D. 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.

E. 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) "A family" as defined in Section XII 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.

      An applicant who is a student, is under 24 years of age, is not a veteran, is unmarried and does not have a dependent child, both the applicant and the applicant's parents must meet the applicable income limits, except as discussed in HUD's Guidance on the Student Eligibility Rule.

      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

Non-citizens (except those ages 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) Non-citizens 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 non-citizen family member residing with the student.

F. 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.

Applications are available via our website at www.dcha1.org , site offices and the central office in Woodlyn, PA. All applications will be processed at the central office.

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.

G. 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:

a. Local Preferences are as follows:

Points
1. Jurisdiction = 9
2. Working/elderly or disabled = 3

a) **Jurisdiction**:
Live 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.

H. <u>Administration of Preference</u>

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 in 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.

A family who is referred to DCHA through the Office of the Inspector General for the purpose of the Witness Protection Program.

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.

I. 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.

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

DCHA will deny admission to housing if:

a. 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. If any household member is currently engaged in, or has engaged in any of these criminal activities, within the past **ten** years, the family will be denied assistance.

Drug related criminal activity, defined by HUD as the illegal, manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]. Criminal activity that may threaten the health , safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DCHA(including a DCHA employee or a DCHA contractor, subcontractor or agent).

b. 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 .

c. 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.

K. Denying Admissions – Discretionary Provisions

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.

L. Terminating Tenancy – Lease Provisions

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

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; and

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

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

1) 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: TERMINATION OF LEASE BY RESIDENT

A. Resident must submit a written thirty (30) day notice of intent to vacate in accordance with the Residential Dwelling Lease to the Property Manager. The thirty (30) day notice must be submitted prior to the end of the month and the last month's rent must be paid in full. An adjustment will be made at move-out for the balance. Example: if a resident indicates that he/she will be vacating the property on the 15th of the month, and provides a notice by the 15th of the previous month, the resident will still be required to pay the full month's rent for the month they are vacating, however; the resident will receive a credit at move-out. Failure to submit the proper notice will result in forfeiture of security deposit except in the case of death. In that case, a family representative should contact the Property Management immediately to discuss arrangements to vacate the unit.

B. A pre-inspection will be conducted by maintenance staff or the Property Manager no later than ten (10) days prior to move-out. Management will provide resident with notice in accordance with the Residential Dwelling Lease.

C. A final inspection will be conducted on the day of move-out by the Inspection Department, Maintenance or Property Manager. The inspection should be conducted with the resident or their designee. If resident refuses to be present for the inspection, this should be noted on the resident signature line. Once the inspection is completed, both parties must sign and a copy should be given to the resident. All keys must be turned over to DCHA personnel at the end of the inspection. The move-out inspection should be completed using the same form used at move-in.

SECTION IX: 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.

SECTION X: 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 Property Manager. 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) and to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

Children of opposite sex will be allowed to share a unit up to the age of 3. The family's name shall be placed on the Transfer List after reporting the birth of the child that contributed to the need for a larger unit.

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 himself/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) Meets reasonable housekeeping standards and have no housekeeping lease violations.

d) 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. Residents will be given 30 days to move to the new unit.

a) The cost of a moving van for relocation
b) The transfer fee for all utility services

6. The Property Manager and/or the Leasing Agent has the responsibility to obtain and document all pertinent information relative to a request for transfer:

SECTION XI: 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 XII: 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 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: VIOLENCE AGAINST WOMEN ACT:

The Violence Against Women Act of 2005 (VAWA) prohibits the eviction of and removal of assistance from certain persons living in public housing that are victims of criminal domestic violence, dating violence, sexual assault or stalking, as well as members of the victim's immediate family.

SECTION XV: 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).

3. 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. Fair Market Rent:

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.

M. 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.)

N. 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.

O. 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.

P. Planned Employment:

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

Q. 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).

R. 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.

PERSONS	LOW INCOMES	VERY LOW INCOMES	30% OF MEDIAN
1	40,400	25,250	15,150
2	46,150	28,850	17,300
3	51,950	32,450	19,500
4	57,700	36,050	21,650
5-	62,300	38,950	23,400
6	66,950	41,800	25,100
7	71,150	44,700	26,850
8	76,150	47,600	28,600

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

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 OWNER] or,**

☐ **Highland Homes Limited Partnership [Managed by OWNER] or,**

☐ **Pusey Estates Housing Partnership, L.P. [Managed by OWNER]**

(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:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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 $ _____

Rent 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 10th of the month), 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 filed 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 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 at:

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: $ _____
which 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. **REDERTERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

A. Tenant agrees to report any and all changes in family composition or income [$200.00 or more] 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 Continued Occupancy Policy, which is incorporated herein by reference thereto. Copies of OWNER's Admission and Continued 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 lease 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.

E. 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:**

A. 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.
B. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.
   1) Visits of less than five (5) days need not be reported to or approved by the Manager.
   2) Visits of more than five (5) and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.
   3) Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.
   4) Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

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.

If Tenant or other member of the household, after execution of the lease, owes money to DCHA as a result of Program Fraud and the amount equal to or exceeds five thousand dollars ($5,000.00) the case may be referred to the Office of Inspector General. Where appropriate, DCHA will refer the case for criminal prosecution.

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. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) located in the premises.

G. 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 Bulk Trash (sofas, appliances, etc)** . The Citation can also be viewed as an attachment to the Admission and Continued Occupancy Policy.

Four (4) Citations within six (6) months will be deemed reason for lease termination.

Failure to comply with the housekeeping standards that result 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. Tents or gazebos are allowed on weekends and holidays; however, they must be removed and stored before 8:00 a.m. the next business day.
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.
h. No roof antennas or satellite dishes.

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 wallpaper or borders are allowed.

3) DINING ROOM

a. Same as Living Room-a. through i.

4) KITCHEN

a. Same as Living Room-a. through i.
b. Stove exterior and interior shall be clean.
c. Refrigerator exterior and interior shall be clean.
d. Countertops 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.

H. 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.

I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. To give OWNER notice in writing when the Premises are to be vacant for fourteen [14] days 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.

P. To maintain the yard in the front, rear, and side of the Premises and to remove snow and ice from all the walks.

Q.. 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.

R. 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.

S. 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.

T. 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.

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. **Tenant is required to submit a written thirty (30) day Notice of Intent to Vacate to the Property Manager. The notice must be submitted prior to the end of the month.**

B. 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.

C. 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 7J. 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.

By:	_____	**Date:**	_____ / _____ / _____
Title:	_____	**Date:**	_____ / _____ / _____
Witness:	_____	**Date:**	_____ / _____ / _____
TENANT:	_____	**Date:**	_____ / _____ / _____
TENANT:	_____	**Date:**	_____ / _____ / _____

REVISED 01-29-91
REVISED 01-28-92
REVISED 03-02-93
REVISED 07-23-96
REVISED 01-10-97
REVISED 01-27-97
REVISED 01-05-99
REVISED 10-01-99
REVISED 01-01
REVISED 03-01
REVISED 10-01
REVISED 09-03
REVISED 09-04
REVISED 10-05
REVISED 09-06

DELAWARE COUNTY HOUSING AUTHORITY

RESIDENTIAL DWELLING LEASE FOR SUBSIDIZED PROGRAMS

KINDER PARK MID-RISE

The parties to this Agreement are DELAWARE COUNTY HOUSING AUTHORITY, referred to as DCHA, and _____ referred to as the TENANT.

WITNESSETH: That DCHA does hereby lease to TENANT, and TENANT does hereby lease from DCHA, 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 "Unit"):

DCHA leases to the TENANT:

DU. NO.: _____ NO. OF BEDROOMS: _____

DEVELOPMENT: _____

CITY: _____ STATE: _____

MEMBERS OF TENANT'S HOUSEHOLD HAVING RIGHT OF OCCUPANCY:

1. _____
2. _____
3. _____

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 year 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 first** day of the month at the:
   Delaware County Housing Authority (DCHA)
   1847 Constitution Avenue
   Woodlyn, Pa 19094

   a. The total rent shall be $ per month.

   b. Of the total rent, $ shall be payable by or at the direction of the Department of Housing and Urban Development (HUD) as housing assistance payments on behalf of the Lessee and $ shall be payable by the Lessee. These amounts shall be subject to change by reason of changes in the Lessee's family income, family composition or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustment by HUD or the PHA, if appropriate, of any applicable allowance for Utilities and other services. Any such change shall be effective as of the date stated in a notification of the Lessee.

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 DCHA 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 10th day of the month, DCHA may collect a fee of $5 on the 11th day of the month. Thereafter, DCHA 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 and any additional time that 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 that 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.

COLUMN (1) Put "X" By Any Utility TENANT Pays Directly:	Type Of Utility:	COLUMN (2) Put "X" By Any Utility Included In TENANT Rent:
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Other (Specify)	

B. **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).
Amounts shown in Column (3) do not exceed the amounts authorized by HUD.

COLUMN (3) Show Dollar Amount TENANT Pays to Landlord In Addition to Rent:	
Parking	$
Other (Specify):	$
	$

7. **SECURITY DEPOSITS:**

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: _____ **%**
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 out 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 within 30 days of the termination of his Agreement or upon surrender and acceptance of the Unit, whichever first occurs. If the TENANT disagrees with the amounts deducted and requests a meeting, DCHA agrees to meet with the TENANT and informally discuss the disputed charges.

E. If more than one person rents the unit, 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 is 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 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, of which the Unit is a part.

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. 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 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 development;

4. Not destroy, deface, damage or remove any part of the Unit, common areas, or grounds of the development;

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. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) located in the premises.

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:**

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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 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:**

A. 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. The tenant agrees not to:

- Sublet or assign the Unit, or any part of the Unit;
- Use the Unit for unlawful purposes;
- Engage in or permit unlawful activities in the Unit, in the common areas or on the grounds of the development;

B. 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 that will not disturb the neighbors.

C. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.

1. Visits of less than five (5) days need not be reported to or approved by the Manager.

2. Visits of more than five (5) and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.

3. Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.

4. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

13. **PETS:**

The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 Subpart C) and the pet rules promulgated under 24 CFR 5.315). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5, Subpart C and applicable regulations and State or local law. These regulations include 24 CFR part 247 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Project Rental Assistance Contract.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant's or visitor's disability.

The Landlord may after reasonable notice to the Tenant and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is not State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious , displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (is necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR 5.363.

14. **RULES:**

The TENANT agrees to obey the House Rules that 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 Unit or the building and the development of which the Unit is a part, and the safety, comfort and convenience of the TENANTs; and

B. The TENANT receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. **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 a 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.

16. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:**

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.

3. The household's income cumulatively increases by $200.00 or more a month.

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.

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.

17. **REMOVAL OF SUBSIDY:**

A. The TENANT understands that assistance made available on his/her behalf may be terminated if events in either item 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 No. 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.

18. **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 DCHA's failure to follow HUD's procedures for computing rent or assistance payments.

19. **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 development; or

B. Remain in the same unit and pay the HUD-approved market rent.

20. **ACCESS BY DCHA:**

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 urgent or emergency 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.

21. **DISCRIMINATION PROHIBITED:**

DCHA agrees not to discriminate based upon race, color, Religious creed, ancestry, national origin, sex, age, familial status, disability, or the use of a guide or support animal because of blindness, deafness or physical handicap of the user.

22. **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 Unit, as provided in paragraph 22.

23. **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 the Commonwealth 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 development by other residents (including property management staff residing in the development); or

   b. That threatens the health, safety, or right to peaceful enjoyment by residents residing in the immediate vicinity of the development;

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 development by other residents of the development.

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

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 Agreement includes: (1) one or more substantial violations of the Agreement; (2) repeated minor violations of the Agreement that (a) disrupt the livability of the development; (b) adversely affect the health or safety of any person or the right of any TENANT to the quiet enjoyment to the Premises and related development facilities, (c) interfere with the management of the development, or (d) have an adverse financial effect on the development (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 Agreement beyond any grace period, if any, permitted under State law. The payment of rent or any other financial obligation due under the Agreement 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 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.

24. **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 development's insurance premiums. Such action constitutes a material non-compliance within Agreement. 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 damage or destruction. Additional rent will not accrue until the Unit has been repaired to a livable condition.

25. **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 Agreement 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.

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.

26. **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.

27. **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).

D. **Attachment No. 4-Pet Rules**

28. **TENANT'S RIGHTS TO ORGANIZE:**

DCHA 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.

29. **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.

30. This Agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. By failure to exercise any available right or remedy as is provided herein, neither DCHA nor TENANT shall waive the right to do so at a later date for surrender or other causes.

32. **SIGNATURES:**

TENANT
BY:

1. _____ _____ / / _____
Date Signed

2. _____ _____ / / _____
Date Signed

3. _____ _____ / / _____
Date Signed

DELAWARE COUNTY HOUSING AUTHORITY [DCHA]
BY:

1. _____ _____ / / _____
Date Signed

2. _____ _____ / / _____
(Witness) **Date Signed**

REVISED 10-28-05
REVISED 10-02-06
REVISED 11-08-06

DELAWARE COUNTY HOUSING AUTHORITY

RESIDENTIAL DWELLING LEASE FOR SUBSIDIZED PROGRAMS

UPLAND TERRACE (THE MILLS AT PARKVIEW)

SECTION 8 – PROJECT BASED

The parties to this Agreement are DELAWARE COUNTY HOUSING AUTHORITY, referred to as DCHA, and _____ referred to as the TENANT.

WITNESSETH: That DCHA does hereby lease to TENANT, and TENANT does hereby lease from DCHA, 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 "Unit"):

DCHA leases to the TENANT:

DU. NO.: _____ NO. OF BEDROOMS: _____

DEVELOPMENT: _____

CITY: _____ STATE: _____

MEMBERS OF TENANT'S HOUSEHOLD HAVING RIGHT OF OCCUPANCY:

1. _____
2. _____
3. _____

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 year 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 first** day of the month at the:
   Delaware County Housing Authority (DCHA)
   1847 Constitution Avenue
   Woodlyn, Pa 19094

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 DCHA 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

The following rent collection policy applies to Tenants whose rent is not paid on or before the first day of the month.

1) When the rent is delinquent (after the 10th of the month), legal action will be initiated in accordance with Section 12 of this Lease. It is the position of the OWNER that once a Landlord and Tenant Complaint is filed for 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 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.

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 that 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.

COLUMN (1) Put "X" By Any Utility TENANT Pays Directly:	Type Of Utility:	COLUMN (2) Put "X" By Any Utility Included In TENANT Rent:
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Other (Specify)	

B. **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).
Amounts shown in Column (3) do not exceed the amounts authorized by HUD.

COLUMN (3) Show Dollar Amount TENANT Pays to Landlord In Addition to Rent:	
Parking	$
Other (Specify):	$
	$

7. **SECURITY DEPOSITS:**

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: _____ **%**
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 out 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 within 30 days of the termination of his Agreement or upon surrender and acceptance of the Unit, whichever first occurs. If the TENANT disagrees with the amounts deducted and requests a meeting, DCHA agrees to meet with the TENANT and informally discuss the disputed charges.

E. If more than one person rents the unit, 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 is 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 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, of which the Unit is a part.

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. 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 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 development;

4. Not destroy, deface, damage or remove any part of the Unit, common areas, or grounds of the development;

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. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) located in the premises.

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 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:**

A. 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. The tenant agrees not to:
- Sublet or assign the Unit, or any part of the Unit;
- Use the Unit for unlawful purposes;
- Engage in or permit unlawful activities in the Unit, in the common areas or on the grounds of the development;

B. Have pets or animals of any kind in the Unit without the prior written permission of DCHA. Pets may be kept only in accordance with DCHA's 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

C. 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 that will not disturb the neighbors.

D. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.

1. Visits of less than five (5) days need not be reported to or approved by the Property Manager.

2. Visits of more than five (5) and less than fourteen (14) days are permitted, provided they are reported to the Property Manager within 72 hours and authorized by the Property manager.

3. Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.

4. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

13. **RULES:**

The TENANT agrees to obey the House Rules that 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 Unit or the building and the development of which the Unit is a part, and the safety, comfort and convenience of the TENANTs; and

B. The TENANT receives written notice of the proposed 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 re-compute 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 a 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. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:**

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.

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 item 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 No. 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 DCHA'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 development; or

B. Remain in the same unit and pay the HUD-approved market rent.

19. **ACCESS BY DCHA:**

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 urgent or emergency 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, Religious creed, ancestry, national origin, sex, age, familial status, disability, or the use of a guide or support animal because of blindness, deafness or physical handicap of the user.

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 Unit, 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 the Commonwealth 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 development by other residents (including property management staff residing in the development); or

   b. That threatens the health, safety, or right to peaceful enjoyment by residents residing in the immediate vicinity of the development;

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 development by other residents of the development.

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

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 Agreement includes: (1) one or more substantial violations of the Agreement; (2) repeated minor violations of the Agreement that (a) disrupt the livability of the development; (b) adversely affect the health or safety of any person or the right of any TENANT to the quiet enjoyment to the Premises and related development facilities, (c) interfere with the management of the development, or (d) have an adverse financial effect on the development (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 Agreement beyond any grace period, if any, permitted under State law. The payment of rent or any other financial obligation due under the Agreement 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 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.

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 development's insurance premiums. Such action constitutes a material non-compliance within Agreement. 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 damage or 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 Agreement 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.

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.

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**:

DCHA 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. This Agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

30. By failure to exercise any available right or remedy as is provided herein, neither DCHA nor TENANT shall waive the right to do so at a later date for surrender or other causes.

31. **SIGNATURES:**

TENANT
BY:

1. _____ _____/_____/_____
Date Signed

2. _____ _____/_____/_____
Date Signed

3. _____ _____/_____/_____
Date Signed

DELAWARE COUNTY HOUSING AUTHORITY [DCHA]
BY:

1. _____ _____/_____/_____
Date Signed

2. _____ _____/_____/_____
(Witness) **Date Signed**

REVISED 09-29-06

DELAWARE COUNTY HOUSING AUTHORITY

Project Name: MESON

HUD Project Number: 034EH059

Model Lease For Use Under:

(1) The Section 202 Program of Housing for the Elderly or Handicapped in conjunction with the Section 8 Housing Assistance Payments Program; and
(2) The Section 202 Program for Non-Elderly Handicapped Families and Individuals in conjunction with Section 162 assistance and Project Assistance Contracts.

This agreement made and entered into this _____ day of _____ ,

between: _____ , as LANDLORD,

and: _____ , as TENANT.

WITNESSETH

WHEREAS, the LANDLORD is the Mortgagor under a Mortgage covering the project in which the hereinafter described unit is situated, which secures a loan made by the Secretary of Housing and Urban Development (HUD (hereinafter "Secretary") pursuant to Section 202 of the Housing Act of 1959, as amended, and

WHEREAS, the LANDLORD has entered into a Housing Assistance Payments (HAP) Contract with the Secretary, and

WHEREAS, pursuant to a Regulatory Agreement entered into between the LANDLORD and the Secretary, the LANDLORD has agreed to limit occupancy of the project to elderly or handicapped families and individuals as defined in Section 202 of the Housing Act of 1959, as amended and applicable HUD regulations under criteria for eligibility of TENANTS for admission to Section 8 assisted units and conditions of continued occupancy in accordance with the terms and provisions of the HAP Contract; and

WHEREAS, the LANDLORD has determined that the TENANT is eligible to pay less than the contract rent for the described unit.

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as:

_____

for a term of one year commencing on the: _____ day of _____ ,

and ending on the: _____ day of _____ .

2. The total rent (Contract Rent) shall be: **$** per month.

3. The total rent specified in Paragraph 2, above, shall include the following utilities that are checked with "X":

X	ELECTRIC		
X	GAS		
X	HEAT		
X	HOT/COLD RUNNING WATER		

(If the total rent includes all utilities, enter "ALL"; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

The total rent stipulated herein does not include the cost of the following utility service(s), for which the Utility Allowance is $ **N/A**

Charges for such service(s) is/are to be paid directly by the TENANT to the utility company/companies providing such service(s). If the Utility Allowance exceeds the required TENANT's share of the total housing expense per HUD-approved schedule and criteria, the LANDLORD shall pay the TENANT the amount of such excess on behalf of the Government upon receipt of funds from HUD for that purpose. (**NOTE**: Utility Allowance is not applicable to non-Section 8 tenants.)

4. Where meal service is a condition of occupancy, the charge for such meals shall be: **$ N/A** per month. and a mandatory meals agreement will be made a part of this lease.

5. Of the total rent, $ _____ shall be payable by or at the direction of HUD as housing Assistance payments on behalf of the TENANT, and $ _____
Shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in HUD requirements, changes in the TENANT's family income, family composition, or extent of exceptional medical or other unusual expense in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT. (**NOTE**: This is not applicable to non-Section 8 Tenants.)

6. The TENANT's share of the rent shall be due and payable on or before the first day of each month at:

_____
to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.

7. A security deposit equal to one month's Total Tenant Payment (TTP) or $50, whichever is greater, shall be required at the time of execution of this agreement.

Accordingly, TENANT, hereby makes a deposit of: $ _____
Against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

8. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other

manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.

9. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein provided.

(a) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.

(b) The LANDLORD'S right to terminate this Agreement is governed by the regulation at 24 CFR Part 247. The HUD Regulation provides that the LANDLORD may terminate this Agreement under the following circumstances:

(1) The LANDLORD may terminate this Agreement, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with the State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below:

(c) If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.

(d) The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include:

1) one or more substantial violations of this Agreement,

2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, or

3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

(e) The conduct of the TENANT cannot be deemed other good cause unless the LANDLORD has given the TENANT prior notice that said conduct shall henceforth constitute a basis for termination of this Agreement. Said notice shall be served on the TENANT in the manner prescribed in paragraph (g)

below.

(f) The LANDLORD's determination to terminate this Agreement shall be in writing and shall:

(1) state that the Agreement is terminated on a date specified therein;
(2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense;
(3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense; and
(4) be served on the TENANT in the manner prescribed by paragraph (g) below.

(g) The LANDLORD's termination notice shall be accomplished by:
(1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at his/her address, and
(2) Serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

(h) The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall in all cases be governed by 24 CFR Part 245 and other applicable HUD regulations. This notice and tender shall be served on the TENANT in the manner prescribed in paragraph (g) and must be received by the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate tenancy without being bound by the codified terms and conditions. The TENANT may accept it by executing the tendered revised Agreement or addendum or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at his/her address.

(i) The LANDLORD may terminate this Agreement for the following reasons:

1. Drug related criminal activity engaged 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;

2. Determination made by the LANDLORD that a household member is illegally using a drug;

3. Determination made by the LANDLORD that a pattern of illegal use of a drug interferes with the health, safety, or right to a peaceful enjoyment of the premises by other residents;

4. Criminal activity by a tenant, any member of the tenant's household, a guest or another 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.

5. 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; or

6. If tenant is violating a condition of probation or parole under Federal or State law;

7. Determination made by the Landlord 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;

8. If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in 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.

9. TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements.
   (**NOTE**: This paragraph is not applicable to non-Section 8 Tenants.)

10. TENANT agrees that the TENANT's share of the monthly rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay.
    (**NOTE**: This paragraph is not applicable to non-Section 8 Tenants.)

11. LANDLORD and TENANT agree that if, upon recertification, TENANT's income is found to be sufficient to pay the Contract Rent plus any Utility Allowance, the TENANT shall then be required to bear the cost of all such housing expense, but he/she will no longer be required to make income certifications under this lease.

12. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and his/her family. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's and his /her families only place of residence.

13. TENANT agrees to pay to the LANDLORD any rental which should have been paid but for
    (a) TENANT's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to the LANDLORD or,
    (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

14. TENANT for himself/herself and his/her heirs, executors, and administrators agrees as follows:

    (a) To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the same;

    (b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANTS under applicable provisions of building and housing codes materially affecting the health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.

    (c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;

    (d) That if any damage to the property shall be caused by his/her acts or neglect, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused;

    (e) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others to enter the premises for the purpose of make reasonable inspections and repairs and replacements;

    (f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD; and

    (g) To permit the LANDLORD or his/her agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

15. The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part **5** and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 Housing Assistance Payments and project assistance payments programs.

    NOTE: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability. Optional: The LANDLORD may, after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

16. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises safe, sanitary, and decent condition.

17. The TENANT, by the execution of this Agreement, agrees that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that the said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.

18. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD 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. The LANDLORD is not required to provide accommodations that constitute a fundamental alteration to the LANDLORD's 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, the LANDLORD must then allow the TENANT to make and pay for the modification in accordance with the Fair Housing Act.

19. Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) located in the premises.

20. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for an improper or unauthorized purpose; and not to place fixtures, signs, or fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease, to remove any fixtures, signs or fences, at the option of the LANDLORD, without damage to the premises.

21. This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of canceling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

22. Tenant Income Verification:

The TENANT must promptly provide the LANDLORD with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

23. Tenant's Right 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.

24. Interim Recertifications:

(a) The TENANT agrees to advise the LANDLORD immediately if any of the following changes occur.

1) Any household member moves out of the unit.

2) Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

3) The household's income cumulatively increases by $200 or more a month.

(b) The TENANT may report any decrease in income or any change in other factors considered in calculating the TENANT's rent. Unless the LANDLORD has confirmation that the decrease in income or change in other factors will last less than one month, the LANDLORD will verify the information and make the appropriate rent reduction. However, if the TENANT's income will be partially or fully restored within two months, the LANDLORD may delay the certification process until the new income is known, but the rent reduction will be retroactive and LANDLORD may 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 the LANDLORD can evict for nonpayment of rent.

(c) If the TENANT does not advise the LANDLORD of the interim changes concerning household members or increase income, the LANDLORD may increase the TENANT's rent to the HUD-approved market rent. The LANDLORD may 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 the LANDLORD 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, the LANDLORD agrees to meet with the TENANT and explain how the TENANT's rent or assistance payment, if any, was computed.

25. Removal of Subsidy:

(a) The TENANT understands that assistance made available on his/her behalf may be terminated if events in either item 1 or 2 below occur. Termination of assistance means that the LANDLORD 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 the LANDLORD with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the LANDLORD'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) The LANDLORD 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 the LANDLORD to discuss the proposed termination of assistance. If the TENANT requests a discussion of the proposed termination, the LANDLORD 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, the LANDLORD determines the TENANT is eligible for assistance, and assistance is available.

25. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

26. In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for his/her sole use and benefit the above described property.

28. The Lease Agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

29. Attachments to the Agreement:

The TENANT certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are a part of the 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.]

d. **Attachment No. 4** – Pet Rules

WITNESS: _____ **DATE:** _____

LANDLORD: _____ **DATE:** _____

TENANT: _____ **DATE:** _____

TENANT: _____ **DATE:** _____

DELAWARE COUNTY HOUSING AUTHORITY
Development Corporation
Lease For Rental Of Residential Properties

This form is recommended and approved for, but not restricted to, use of members of the:

Suburban Apartment Owners of Delaware County

Your application has been approved, and we are pleased to welcome you to:

_____

Privacy and convenience are best achieved by people living together with some mutually agreed upon understandings. We ask that you and your neighbors consent to certain rules as little as possible but they are to protect you and us if need be. Your new home is rented under the following conditions:

THIS LEASE AGREEMENT is made this _____ day of _____

by and between the DELAWARE COUNTY HOUSING AUTHORITY – Development Corporation and:

_____

ADDRESS of leased premises: _____

POSSESSION of premises taken on: _____

TERM of lease begins on: _____

LENGTH OF TERM is: _____

RENT DUE for full term: _____ Dollars $ _____

RENT to be paid in advance of the first day of each month in which due in monthly installments of

Without deduction or demand at our office or at such other place designated by us.
Money is due before possession of premises is taken

SECURITY DEPOSIT: _____ Dollars $ _____

ONE FULL MONTH'S RENT: _____ Dollars $ _____

TOTAL Due before possession is taken: _____ Dollars $ _____

Your Initials: _____ Our Initials: _____

PRO-RATA RENT due on first month following date that premises is taken: Dollars $ _____

1. **TAX INCREASE:**
   - The monthly rental of the premises is in part based on existing real estate taxes.
   - In the event real estate taxes are increased, then your monthly rental will be automatically increased to reflect the extra taxes imposed by your local municipality.

2. **SPECIAL PROVISIONS:**
   - Our rental is based upon the existing costs of water and sewer taxes, water rates, electric rates, gas rates, the price of oil or other fuel used trash rates.
   - In the event there is an increase in the price in any of these elements, then the amount of your rent will automatically increase to reflect these added charges.

   Administrative Processing Fee ($25.00) Late Charge: _____

   Lock Out Fee: _____

3. **UTILITIES:**
   We shall pay the following utility bills:
   1. Sewer
   2. Trash
   3. Taxes

   You shall pay the following utility bills:

   _____ _____

   _____ _____

   - It is agreed that you will pay these utility bills when and as the same severally becomes due, making required deposits with public utility companies.
   - We shall not be liable for failure to furnish utilities.

   SECURITY DEPOSIT:
   - The security deposit paid by you shall be held by us until this agreement is terminated.
   - The full security deposit shall be returned to you within a reasonable time after termination of this agreement except under the following conditions:
   - You authorize us to deduct from your security deposit the following charges, if applicable:
     (1) Any rental payments or portions, thereof, required by the terms of this lease and not paid;
     (2) Unpaid late charges as discussed later;
     (3) Any attorney's fees caused by a breach of any provision or provisions of this lease on your part;
     (4) Any court costs caused by enforcement of the terms and provisions of this lease;
     (5) The cost of repairs, replacements, redecorating and/or refurnishing of the premises or any fixtures, systems or appliances caused by other than reasonable wear and tear as more fully explained elsewhere in this lease;
     (6) Cost and expenses incurred by us and arising from the breach by you of any provisions of this lease;
     (7) A reasonable cleaning expense provided you do not leave the premises in a clean and rentable condition at the time you vacate.
     (8) You may not apply the security deposit against rental payments.

Your Initials: _____ Our Initials: _____

5. **POSSESSION:**

We shall make every effort to have your apartment ready on time, but because circumstances beyond our control could cause delay, we cannot be liable for failure to deliver the premises at the time stipulated on the application. In the unlikely event this happens, rent shall be abated on a daily basis until you are tendered possession. If we are not able to deliver your apartment within (7) seven days after the date promised on the application, then your deposit will be refunded in full upon request.

6. **DAMAGES TO PREMISES:**

We agree to repair the premises with reasonable promptness when caused by your fair wear and tear or by forces beyond your control. You agree to repair the premises when caused by your misuse or that of your family, servants, or visitors. If you believe repair is required by us, you will not make that repair without giving us at least five (5) days opportunity to start such repair.

WE SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF YOUR PERSONAL PROPERTY STORED IN THE PREMISES, UNLESS CAUSED BY OUR NEGLIGENCE. FOR THIS REASON, WE ENCOURAGE YOU TO PROTECT YOUR PERSONAL PROPERTY WITH YOUR OWN INSURANCE.

7. **USE AND OCCUPANCY:**

You shall personally use and occupy the leased premises solely as a private dwelling for yourself and your immediate family unless the application provides otherwise. You agree that the number of occupants is not to exceed the number shown on the application. You shall use the premises in such a manner as to comply with all local, county, and state laws and shall not use the premises to permit it to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the building.

8. **SUB-LEASING**

You may sublet the premises provided you get our prior written consent.

9. **PETS:**

- **NO ANIMALS, BIRDS OR PETS OF ANY KIND SHALL BE PERMITTED IN THE LEASED PREMISES WITHOUT OUR PRIOR, WRITTEN CONSENT.**
- The granting of consent to others shall in no way be deemed the granting of consent to you nor obligate us to grant consent to you.

10. **ALTERCATIONS**

- You shall not remodel or make any structural changes to leased properties.
- You shall not attach or remove any fixtures without prior, written permission.

11. **ACCESS**

To provide both routine and emergency maintenance services, we retain a pass key to your apartment. Service requests placed by you shall be answered in a reasonable time. In case of routine maintenance, we hall endeavor to give prior notice of our entry. If we enter the apartment in your absence, we shall leaver our card explaining the purpose of our call and the name of our representative. We reserve the right during the last sixty (60) days of your lease term to show your apartment to prospective customers. We will, of course, make a prior appointment with you for our visit.

Your Initials: _____ Our Initials: _____

12. **RULES AND REGULATIONS:**
    - From time to time it may be necessary to change the rules.
    - We will only do this to preserve the obligations of this lease. In that event, you agree to comply with these rules.

13. **STORAGE:**
    - You may use storage space provided for you outside your apartment, when available, without additional charge, but at your own risk.

14. **ELECTRIC LIGHT BULBS:**
    - We shall supply your apartment with electric light bulbs, fuses, and fluorescent starters at the time you move in.
    - You agree to furnish replacements thereafter.

15. **TRASH AND GARBAGE:**
    - We shall provide suitable trash and garbage containers for your use according to the custom for apartment communities in the area.
    - We shall empty trash and garbage with regularity that is both reasonable and in compliance with the rules of the health department.
    - You agree to place no trash, or trash cans, or garbage receptacles on patios or stoops at any time.

16. **LAUNDRY:**
    - We shall provide laundry washing and drying equipment in the community which may be operated at your expense.
    - You agree not to hang or place laundry on the exterior of any building or lawn.

17. **DISTURBING NOISES:**
    - You agree not to make or permit any disturbing noises.
    - Neither shall you commit or permit any act which will unreasonably interfere with the rights, comforts, or convenience of other tenants.
    - You shall not play any musical instrument(s), radio, or television in the leased premises before 8:00 a.m. or after 11:00 p.m.
    - You shall keep the volume of any radio, television, or musical instrument in your apartment sufficiently reduced at all times so as not to disturb other tenants in the building.
    - You shall not conduct or permit to be conducted vocal or instrumental practice or instruction.

18. **LOCKS AND KEYS:**

    We shall provide a lock for your exterior doors which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service, you shall agree that no additional locks shall be placed upon any doors of the premises nor shall locks be changed without our prior written permission.

    Upon termination of this lease, you shall return to DCHA, all keys to the premises. A charge of TWO DOLLARS **($2.00)** shall be made for lockouts.

19. **FIREPLACES:**

    Where fireplaces are provided, you must equip same with adequate and safe fire screens prior to use.

Your Initials: _____ Our Initials: _____

20. **RECREATIONAL FACILITIES**:
    - We shall provide reasonable safety precautions for all recreational facilities and install them in accordance with local building codes. **However**, all persons using the recreational facilities do so at their own risk.
    - We shall publish operating hours from time to time for recreational facilities and do everything possible to retain those hours. **However**, we shall not be liable for failure to operate recreational facilities and reserve the right to close them at any time.

21. **MOVING:**
    - So as not to disturb neighbors, the moving of furniture is permitted to and from the leased premises between the hours of 8:00 a.m. and 6:00 p.m. only.
    - Any packing cases, barrels, or boxes which are used in moving must be removed by you or by the moving company.
    - You authorize us to keep moving companies or trucks off the premises if your rent is not paid in accordance with the terms of this lease.

22. **FIRE HAZARDS:**
    - You shall not permit any hazardous act(s) which might cause fire or that will increase the rate of insurance on the premises.
    - Residents, members of resident's household and guests must refrain from removing, tampering with, and/or disabling any smoke detector(s) located in the premises.
    - If premises becomes uninhabitable by reason of fire not caused by your negligence, your agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition.
    - We are not obligated to rebuild or restore the said premises.

23. **REMOVAL FOR UNREASONABLE CONDUCT:**

    It is not our wish to restrict your enjoyment of the leased premises and the recreational facilities. However, if we at any time find your conduct of other occupants or visitors of the leased premises is thereto unreasonable, we shall ask that such conduct be ended. If after that notification the conduct continues, then we shall have the right to terminate this lease by giving you personally, or by leaving at the leased premises, a five (5) day written notice to vacate premises. The term of this lease shall terminate upon the expiration of the time mentioned, and we shall thereupon be entitled to the immediate possession of the leased premises and may take possession thereof.

24. **DELINQUENT RENT PAYMENTS:**

    Our ability to provide you service rests on large part – our receiving monthly rental income promptly. For this reason, if we fail to receive your monthly rental installment on or before the close of business on the fifth (5th) day of the month in which it is due, you shall pay to us in addition to the rental installment, as liquidated damages, the sum of TEN DOLLARS ($10.00) per lease month for each month overdue in order to compensate us for the added expense of processing such a delinquent account. If the TEN DOLLARS ($10.00) charge is not tendered with the monthly rent, we shall not be obligated to accept the rent.

    Furthermore, in the event your rental installment shall not be received by the fifth (5th) of the month in three out of four months, we shall have the right to convert this lease to a month to month tenancy only, by sending you written notice to that effect, or in the alternative, we shall have the right to terminate this lease upon giving you ten (10) days written notice to that effect.

Your Initials: _____ Our Initials: _____

25. **NOTICE:**

You or we may terminate this agreement at the end of the term by giving the other party at least sixty (60) days prior written notice. But if no such notice is given, the term of this agreement shall be extended on the same terms and conditions for a term of one year and so on from year to year until terminated by either party upon sixty (60) days written notice at the end of a lease term. Sixty day prior to the expiration of the first lease term and provided all other obligations of the lease are fulfilled, successive lease terms may by requested by you and granted for any stated period of time less than one year.

In the event that your present employer transfers your place of employment outside the area, you may upon giving sixty (60) days written notice and paying an additional sum equal to one month's rental installment, terminate this lease agreement. Written notice of such a transfer from your employer is required.

In the event your are inducted, recalled, transferred, or discharged from military service, you may, upon giving thirty (30) days written notice and paying an additional sum equal to one month's rental installment, terminate this lease agreement.

26. **CONVERSION UPON BREACH:**

Should you breach any provision of this lease not related to the payment of money, it shall act to convert the tenancy to one by the month and, we shall be entitled to move against you as a tenant hold over. This will not relieve your obligations under the lease.

27. **ATTORNEY'S FEES:**

In the event we employ an attorney because of your violation of any term of this lease, you agree to pay attorney's fee and applicable court costs.

28. **REPRESENTATIONS AND APPLICATIONS:**

We tender this lease to you on the basis of the representations contained in the application which is made part of this lease. In the event any of the representations contained in the application shall be found to be misleading, incorrect, or untrue, we shall have the right to cancel this lease and to repossess the leased premises.

NO ORAL STATEMENTS MADE BY OUR EMPLOYEES OR AGENTS SHALL BE BINDING UPON US UNLESS CONSENTED TO BY US IN WRITING.

29. **REMOVAL OF PERSONAL PROPERTY:**

If after violation of any provision of this lease, or upon the expiration of this lease, you move out and fail to remove any of your personal property, the personal property shall be deemed abandoned.

30. **CONFESSION OF JUDGMENT FOR MONEY:**

Lessee covenants and agrees that if the rent and/or charges reserved in this lease as rent (including all accelerations of rent permissible under the provisions of this lease) shall remain unpaid five (5) days after the same is required to be paid, then and in that event, Lessor may cause judgment to be entered against Lessee, and for that purpose Lessee hereby authorizes and empowers Lessor or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for and confess judgment against Lessee and agrees that Lessor may commence an action pursuant of Pennsylvania Rules of Civil Procedure No. 2950 et seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs and Attorney's commission, for which authorization to confess judgment, in this lease, or a true and correct copy thereof, shall be sufficient warrant.

Such judgment may be confessed against Lessee for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs: together with an attorney's commission of fifteen percent (15%) of the full amount of Lessor's claim against Lessee. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et. Seq. nor the authority to confess judgment granted herein shall be exhausted by on or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforedescribed sums five (5) days or more after they become due as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of this lease.

32. **WAIVERS BY LESSEE OF ERRORS, RIGHT OF APPEAL, STAY EXEMPTION INQUISITION:**

Lessee hereby releases to Lessor and to any and all attorney who may appear for Lessee all errors in any procedure or action to enter Judgment by Confession by virtue of the warrants of attorney contained in this lease and all liability therefore. Lessee further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the demised premises either at the end of the term or sooner, termination of this lease or for non-payment of rent, or for any other reason. Lessee specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or (30) days' notice to quit required by the Act of April 6, 195, P.1. 69, as amended, and agrees that five (5) days' notice shall be sufficient in either or any such case.

33. **SUBORDINATION:**

This lease is subject and subordinate to all security interests which may now or hereafter affect the real property of which the premises form a part, and to all renewals, modification consolidations, replacements and extensions thereof.

In confirmation of such subordination, you shall execute promptly any certificate that we may request. You hereby constitute and appoint us as your attorney-in-fact to execute any such certificate or certificates for and on your behalf.

34. **HOLDING OVER:**

In the event tenancy is terminated for any reason provided in this lease, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possession from the premises and change the locks and take such other steps as we find appropriate to regain possession of the premises.

35. **RULES AND REGULATIONS:**

A. The "Security Deposit" specified shall be held by Agent as security for the performance of all terms, covenants, and conditions of this lease and for the cost of any trash removal, housecleaning, and the cost of repairs and/or the correction of damage (which is in the opinion of the Lessor and/or Agent in excess of normal wear and tear); otherwise, the "Security Deposit" or any balance thereof shall be returned without interest after the Lessee has vacated and left the premises in an acceptable condition (following a personal inspection by the Lessor and/or Agent and surrendered all keys to Agent. If the Lessor determines that any loss, damage, or injury chargeable to the Lessee, hereunder, exceeds the security deposit, the Lessor, at his option, may retain the said sum against any actual loss, damage or injury and the balance, thereof, will be the responsibility of the Lessee. Lessor's determination of the amount, if any, to be returned to the Lessee shall be final. It is further understood and agreed that the said security deposit is not to be considered as the last payment under lease.

B. The aforementioned "Security Deposit" shall be paid to the Agent who will deposit same in a separate custodial type account. Agent shall keep records of all funds so deposit as required in accordance with the Act of July 9, 1957. P.L.608. Section 4. Said account will be clearly identified, as required, indicating the date and from whom he received the money, the date deposited, the date of withdrawals and other pertinent information concerning this transaction.

C. The Lessee hereby agrees to pay all restoration charges on apartment including repainting. If repainting is necessary after only a one or two year occupancy, all restoration charges will be pro-rated on a thirty-six month basis.

D. If agent is required to make inspection and file a report to Lessor and Lessee, a charge of TEN DOLLARS ($10.00) will be charged Lessee and paid from security deposit.

E. It is understood and agreed that any requests for painting, etc., specified by the Lessee when renting the premises and approved by the Owner, shall be completed as soon and as reasonably and conveniently as may be done. But if the work is not completed prior to move-in date specified, the Lessee agrees to accept property with the understanding that work will be completed as soon as reasonably and conveniently as may be done.

F. Lessee agrees to pay, as additional rent, all increases in water and sewer taxes, water rates, electric rates, gas rates, trash rates and all other charges or governmental levies in excess of rates in effect at time of signing such lease, upon notice by Lessor of such increase and shall be payable thereafter, monthly.

G. The Lessee agrees as conditions to this lease that the Lessee and all persons occupying the leased premises with the Lessee's consent shall not:
(a) Park or house motorcycles on the leased premises;
(b) Park any inoperable motor vehicle on the leased premises; and/or
(c) Park more than two motor vehicles on the leased premises.

H. It is agreed between the Lessee and Lessor that no pets or animals of any kind will be housed on the premises. Any violation shall be a violation of the lease and the Lessor shall have all options and remedies to correct or terminate the agreement.

In the event the Lessee shall bring pets or animals on the premises, upon notification by the Lessor, the additional rent of $25.00 per month will be paid until such violation is corrected, or if the Lessor chooses to terminate the lease, this sum will be paid until the premises is vacated.

I. It is understood and agreed that no antenna of any type will be erected on the exterior of the building or chimney by the Lessee. Any antenna so directed shall be removed at Lessee's expense without liability of Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed, in person, hereunto duly authorized and their respective seals to be hereunto affixed, the date and the year first above written.

OWNER:

TENANT: _____ **(Seal)**

TENANT: _____ **(Seal)**

TENANT: _____ **(Seal)**

BY: _____ **(Seal)** **DATE**: _____

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

DELAWARE COUNTY HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

CAPITAL FUND PROGRAM

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
LAWRENCE E. HARTLEY, P.H.M.	EXECUTIVE DIRECTOR
Signature X Lawrence E. Hartley	Date JANUARY 1, 2007

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

FORM NOT REQUIRED SINCE THERE IS NO PAYMENT OR AGREEMENT TO MAKE PAYMENTS TO ANY LOBBYING ENTITY.

DELAWARE COUNTY HOUSING AUTHORITY
RESOLUTION NUMBER 1370
PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual* PHA Plans

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the_X_standard Annual, X_ standard 5-Year/Annual or __streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning ___2007_____, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
· The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
· The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
· Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
· The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
· The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR

Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Delaware County Housing Authority	PA023
PHA Name	PHA Number/HA Code

_X_ Standard PHA Plan for Fiscal Year: 2007
_X_ Standard Five-Year PHA Plan for Fiscal Years 2007 - 2011, including Annual Plan for FY 2007

___ Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Anthony J. Grosso	Title Chairman
Signature X Anthony J. Grosso	Date December 19, 2006

FORWARD

This Handbook is prepared for each administrative employee of Delaware County Housing Authority.

It is designed as a guide to your career, containing information pertinent to you as a Delaware County Housing Authority employee. As policies change or new ones are adopted, you will receive new pages to be inserted in this handbook in order to keep it up-to-date.

We hope you will study this handbook carefully and share its contents with your family. The more you know about Delaware County Housing Authority, your job, your pay and benefits, the more meaningful and satisfying your work will be.

The contract between Delaware County Housing Authority and the National Conference of Firemen and Oilers, Local 473, and/or any other recognized union, where applicable, shall govern the relationship between its members and Delaware County Housing Authority.

Whenever used in this handbook, the plural includes the singular, the singular the plural, the masculine the feminine and the feminine the masculine.

This handbook, in no way, should be construed to serve as a contractual agreement between any employee and Delaware County Housing Authority, furthermore, any and all policies may be changed by the Board of Commissioners at any time.

The Delaware County Housing Authority reserves the right to change this personnel manual at any time it deems advisable, but only with the approval of the Board of Commissioners.

NOTICE TO ALL EMPLOYEES

Delaware County Housing Authority recognizes that its primary duty is to serve the public. One of the ways that the Delaware County Housing Authority can serve the public is to provide Equal Employment Opportunities. Therefore, the goal of the Affirmative Action efforts which the Delaware County Housing Authority has undertaken will be to obtain a representation of minorities and females in reasonable proportion to their work force participation in the community.

The Affirmative Action plan, which has been adopted by the Delaware County Housing Authority, is meant as an aid to management. The plan will provide structure and general guidelines for the Delaware County Housing Authority's management to assist them in ensuring Equal Employment Opportunity for all. The Delaware County Housing Authority wishes to make absolutely clear that it will not tolerate discrimination against any individual because of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences or political or union affiliation or an individual's use of a guide or support animal because of blindness, deafness or physical handicap.

The Board of Commissioners and I wholeheartedly support this plan and any effort aimed at preventing discrimination. I believe that good management in itself dictates that we fully utilize the human resources that are available to us. If we do not, we are not doing our jobs, and if we do not do our jobs, we should not be working for Delaware County Housing Authority. Equal Employment Opportunity for all should be the aim of every individual at Delaware County Housing Authority.

Sincerely,

Lawrence E. Hartley, P.H.M.
Executive Director

EMPLOYMENT PHILOSOPHY

It is the policy of Delaware County Housing Authority that all personnel actions, including selection for employment and promotion, shall be based soley on the qualification of the applicant or employees available and not on consideration of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences or political or union affiliation or an individual's use of a guide or support animal because of blindness, deafness or physical handicap.

In order that we may employ highly qualified personnel, each applicant is carefully evaluated on the following factors:

- **Ability to meet job requirements with appropriate training; and**
- **Record of performance and dependability as indicated by former employers, instructors and other qualified observers.**

You have been selected for employment because we believe that you will help to improve the effectiveness of Delaware County Housing Authority. We expect high performance from members of the staff and we hope to have the best personnel in every position.

1. GENERAL INFORMATION

A. Work Schedule

Delaware County Housing Authority (hereinafter referred to as DCHA) is in operation Monday through Friday from 8:00 a.m to 4:45 p.m., except for authorized holidays. Each employee is entitled to a 45 (forty-five) minute unpaid lunch break daily from 12 noon to 12:45 p.m., unless otherwise scheduled or arranged with your supervisor. Typically the work week for employees other than Directors and Managers is 9 a.m. to 4:45 p.m. Monday through Friday.

B. Accidents, Incidents, or Damages

All accidents, incidents, or damages involving DCHA personnel and /or property must be reported, in writing, to the Executive Assistant the day of the incident or as soon thereafter as possible. Accident/Damage Reports are available from your supervisor. Failure to report an accident or incident may result in loss of benefits from Workers' Compensation, suspension from your job, or other action.

C. Bulletin Boards/E-Mails

Bulletin Boards and E-Mails are two of the official means of communication. All employees should periodically check both for information pertaining to official business. E-Mail should be checked several times a day. Only authorized personnel may remove or alter any items posted upon a bulletin board.

D. Confidentiality

DCHA applicant and tenant information is *CONFIDENTIAL!* Employees are *NOT* to divulge information to outsiders, including media and government representatives, without the approval of the Executive Director or designee.

E. Conflict of Interest

Never place yourself - or the Authority - in a position of obligation. For example, DCHA officers, employees, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to subcontracts, clients, and suppliers and shall not knowingly use confidential information for actual or anticipated personal gain.

F. Dress Code

All employees shall dress in a business-like fashion consistent with their job responsibilities. DCHA has adopted a ***PERSONAL APPEARANCE OF EMPLOYEES POLICY*** which provides guidance on this subject. A copy of the Personal Appearance of Employees Policy is provided to every employee and can be obtained from the Executive Assistant.

G. Drug-Free Workplace Act

The Drug-Free Workplace Act of 1988 requires that DCHA maintain a drug-free workplace. A complete ***DRUG AND ALCOHOL POLICY*** is posted on all bulletin boards. A copy of DCHA's ***DRUG AND ALCOHOL POLICY*** has been distributed to each employee and a signed receipt retained in the employee's personnel file.

H. Emergency Shutdowns

DCHA is open for business regardless of weather, emergency or other event, and all employees should report to work on regular work days. In the event of an emergency, the Executive Director or designee will make the decision regarding shutdown and will telephone each Department Director who will, in turn, notify their department members.

I. Forms

Any form used in conjunction with this policy and/or personnel administration is available from the Executive Assistant. Forms include but are not limited to sick leave, annual leave, administrative overtime, personal day, maintenance overtime, jury duty/court appearance, military leave, accident/damage report, request to inspect personnel file, resignation form, request for full time status, tuition reimbursement form, employee warning report, intent to return to work , bereavement leave, expense/mileage report, mileage forms, and request for leave without pay.

J. Hatch Act

The provisions or purposes of the Hatch Act [PL252,76th Congress, as amended] prohibiting certain political activities shall be observed.

K. Lateness

It is imperative that you arrive at work and return from lunch on time. If unusual or special situations arise which cause you to be late, you are required to inform your supervisor at the earliest possible time. Chronic lateness will not be tolerated and will result in disciplinary action, including possible discharge.

L Mileage Reimbursement

Employees who use a personal automobile for authorized DCHA business will be reimbursed mileage at the current rate established by the Internal Revenue Service.

M Operation of DCHA Owned Motor Vehicles

Any employee who operates a DCHA owned motor vehicle must have a valid driver's license. DCHA management may request verification of an operator's license at any time. Proof of driver's license must be provided upon request. DCHA will run motor vehicle reports for all licensed employees at a minimum of once a year. Motor vehicle reports will be run for all new hires.

Use of a DCHA owned vehicle by an employee is neither a right nor a privilege, but a trust conferred to facilitate necessary performance of duties. DCHA owned vehicles are to be assigned and used only in the course of official duty.

Employees using an Authority owned vehicle to drive to and from work may transport family members to and from local destinations and conduct personal business normally transacted by a person coming to and from work. Unauthorized persons are not permitted to drive nor to be driven in an Authority owned vehicle.

In the event an employee who is assigned an Authority owned vehicle is not at work, the employee assigned to the vehicle is responsible to make arrangements to have the Authority owned vehicle at DCHA during working hours so the vehicle is available if needed.

Vehicles assigned to employees may be used from time to time by the other Authority personnel who need a vehicle to conduct Authority business, provided that the person who is assigned the Authority owned vehicle does not have to conduct business out of the office.

The Executive Director is provided with a DCHA owned vehicle which may be utilized for business or personal use at their discretion.

IRS regulations require that detailed records be kept for distinguishing mileage for personal versus business usage of these vehicles. Reimbursement will be made in accordance with the Internal Revenue Service regulations.

SMOKING IS PROHIBITED IN ANY DCHA OWNED VEHICLE.

All employees shall obey Pennsylvania State Laws pertaining to vehicles, including the wearing of seatbelts.

N. <u>Nepotism</u>

The employment of members of the same immediate family should be avoided, and in no event shall one relative supervise another.

O. <u>Office Equipment and Supplies</u>

All employees shall exercise good judgment in the care and use of DCHA office equipment and supplies. Proper usage helps to eliminate waste and can result in savings in operating expenses for DCHA.

P. Personal Business

Personal visitors and phone calls should be limited. Interruption of work hampers efficient operation of DCHA. Personal mail should be addressed to your home. All mail sent to DCHA will be opened. This includes any personal mail received at DCHA. The use of personal cell phones during business hours is considered an interruption of DCHA business.

Q. Personnel Files

Each employee has the right to inspect their personnel file upon written request. Request forms are available from the Executive Assistant.

R. Smoking Policy

Delaware County Housing Authority is a smoke-free workplace. Employees are not permitted to smoke in any office, lobby, vehicle, elevator or other place so designated by DCHA. For more information refer to the Smoking Policy.

S. Suggestions

DCHA encourages employees to submit ideas and suggestions to improve operations and reduce costs. Suggestions should be submitted in writing to the Executive Director

II. GENERAL ORGANIZATION

A. Organization Chart and Position Classification

All positions are established in accordance with the organization chart and position descriptions which have been made a part of and are attached to this policy.

All positions are grouped in classes, each class to include those positions sufficiently alike to justify common treatment in selection and review of performance.

The duties and responsibilities of every position are set forth in writing. Every employee is entitled to and should retain a copy of their position description.

1. Board of Commissioners

DCHA is governed by a (5) member Board of Commissioners. Members are appointed by Delaware County Council and serve staggered five (5) year terms. Board members serve without compensation. All Board meetings are open to the public and are advertised according to law. Officers are elected annually by the Board membership.

2. Executive Director

The Executive Director is appointed by the Board of Commissioners and is responsible for the management of the properties, business and employees of DCHA. He is responsible to the Board and directs the enforcement of all resolutions, rules, regulations and policies of DCHA.

3. Departments

Administrative support for DCHA is centralized in ten (10) departments. The departments are as follows:

ADMISSIONS, COMPLIANCE & SPECIAL PROGRAMS
EXECUTIVE
COMPUTER OPERATIONS
DESIGN AND CONSTRUCTION
ELDERLY AND DISABLED PROGRAMS
HOUSING MANAGEMENT
FINANCE
INSPECTIONS
PURCHASING
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

B. **Probationary Employees**

Newly hired employees shall serve a probationary period of not less than ninety (90) days. During this time, the probationary employee is an at will employee and will be required to demonstrate their fitness for the position before receiving full-time status. Probationary periods may be extended at the discretion of the Department Director with the approval of the Executive Director or designee.

A probationary employee may be removed or terminated from any position without notice, and at the discretion of management. Probationary employees ***do not*** have recourse to appeal. Probationary employees ***are not*** entitled to any benefits, including but not limited to:

Vacation
Paid Sick Leave
Medical Benefits
Paid Holidays

C. Full Time Employees

A probationary employee will become a full-time employee upon completion of the probationary period and favorable recommendation of the Department Director. Benefits including annual and sick leave accrual will commence upon reaching full-time status. Accrual of leave will be retroactive to the date of hire. Seniority will be based on the date you were first hired. Other benefits will commence in accordance with any enrollment requirement of the benefit provider/s.

D. Part-Time Employees

Part-time and temporary employees, as well as probationary employees, may be terminated at the discretion of management and are not entitled to any rights or benefits (including paid holidays, annual or sick leave).

Part-time appointments may be made to a position requiring less than 1820 hours per year.

E. Full-Time Employees Reducing to Part-Time Employees Due to the Need to Care for Children or Elderly Family Member

Full-time, non-union, employees with at least two (2) years service may, at the discretion of the Executive Director be granted part-time status for the purpose of caring for children or an elderly family member.

Employees requesting this will be judged on a case-by-case basis. Past job performance will be a key determinant to granting this request. The length of this reduction of hours would be for a one (1) year period and renewable at DCHA's option for subsequent one year periods. Employees would work no less than 9 hours per week and no more than 19 ½ hours per week (less than 1,000 hours per year). Health benefits may continue, at the employee's option, with the employee paying a proportionate share of any premium based on the percentage the number of hours worked compares to the number of hours worked by full-time employees (1820 hours per year). DCHA will continue to pay long term disability premiums on behalf of the employee. All other benefits, including sick and vacation leave, will be frozen and not usable during the part-time status period. Sick and Annual Leave will not accrue during the part-time status period. Seniority will accrue proportionately in the same manner as health benefits explained above.

F. Family and Medical Leave Act of 1993

The Provisions or purposes of the Family and Medical Leave Act of 1993, PL. 103-3 will be observed. For more information on the Family and Medical Leave Act please refer to the Compliance Guide in the DCHA Policies and Procedures Manual.

G. Uniform Services Employment and Redevelopment Rights Act of 1994

The provisions or purposes of the Uniform Services Employment and Redevelopment Rights Act of 1994, 38 U.S.C. ss4301-4333 will be observed.

H. Disciplinary Action

1. Warning Notice

A warning notice, reprimanding an employee and warning him that his conduct is unsatisfactory, should be issued by the Department Director or Property Manager whenever there is a violation of the rules or there is an unsatisfactory job performance. The Employee warning notice may also state that if the unsatisfactory conduct of the employee is not corrected, dismissal could result. A warning notice is not necessary prior to dismissal, where in the judgment of the Executive Director or designee, the employee's immediate dismissal is warranted. The reason for the warning, the conclusion agreed upon and an indication that the employee acknowledges the warning should be stated in the notice. If the employee refuses to acknowledge the warning, the file will be so noted by the Property Manager or Department Director.

2. Suspension

Employees may be suspended by the Executive Director or designee without recommendation of the Department Director where appropriate.

Upon recommendation from the appropriate Department Director, an employee may be suspended by the Executive Director or designee from duty without pay for a period not to exceed ten (10) working days pending an investigation of charges, which if substantiated, will result in dismissal, provided that if such investigation does not bear out the charges and the employee is retained, the employee shall be paid for the period of suspension.

3. Termination

All employees are at will and nothing in this policy shall be construed to change that status. The Executive Director or designee shall have the authority to terminate an employee. An employee who is terminated has the right to request a hearing before the Executive Director or designee. The request for a hearing shall be made in writing and within three (3) days of receipt by the employee of the termination notice. The hearing shall be informal and the employee shall be given an opportunity to present their side of the case. The Executive Director or designee shall render a decision within two (2) working days of the date of the hearing.

I. Transfers

When practical, employees shall be transferred within DCHA to positions where their highest skills will best be utilized.

When transfers of personnel are necessitated by organizational changes, every effort shall be made to avoid reductions in the pay of affected employees.

If an employee is found unsuited for their present position but may be expected to give satisfactory service in another lower paying or lower rated position, the employee may be transferred.

If a person's position has been either abolished or reallocated to a lower paying class and they cannot be transferred to a position of equal pay, the employee's personnel file shall reflect that such an act in no way reflects on the employee's performance in the previous class.

Temporary transfers, not to exceed six (6) months may be made and management reserves the right to transfer an employee where and when it deems necessary.

J. Grievance Procedure

1. Rights of Employees

An employee shall have the right to present grievances in writing. All employees shall be assured freedom from restraint, interference, discrimination or reprisal.

2. Supervisory Responsibility

Supervisors at all levels shall receive and act promptly on employee's grievances. A written report on the resolution of grievances shall be prepared by the supervisor and sent to the employee and the Executive Director or designee within two (2) working days following resolution.

3. Hearing Before the Executive Director

If a grievance cannot be resolved by the supervisor, an employee has a right to a hearing before the Executive Director and/or designee. Employees have three (3) days from the date of receipt of the written report on the resolution of the grievance from the Supervisor to request, in writing, a hearing with the Executive Director and/or designee. The decision by the Executive Director or designee shall be final.

III. COMPENSATION

Compensation is the salary and benefits you receive for doing your job. The following is an explanation of how performance is appraised, how salaries are reviewed and what benefits you will receive.

A. Payday and Pay Periods

Normally, you will be paid every two weeks. Pay periods start on Saturday and end on Friday. Paychecks are distributed Thursday after 4 p.m. If a payday falls on a holiday, payday will be advanced one day. Paychecks cannot be cashed by the

Authority employees who are also tenants may not use their paycheck to pay rent. Your paycheck is given to you personally unless other arrangements are made prior to a payday through the Executive Director of Finance or designee; or you may choose to have your paycheck deposited into your bank account. If you make arrangements to have someone pick up your paycheck, the person will be required to present photo identification. Paychecks must not be deposited or cashed until the date shown on the check. This is a requirement due to DCHA funds not being transferred from an interest bearing account to our checking account at our bank until the date shown on DCHA paychecks.

B. Overtime

If required to work overtime, non exempt employees, will be paid in accordance with the Fair Labor Standards Act requirements. Overtime must be approved in advance by your Department Director and/or the Executive Director or designee.

Exempt employees under the Fair Labor Standards Act will not receive any compensation for overtime work unless previously authorized by the Executive Director or designee.

C. Performance Evaluation

A performance evaluation for each employee must be completed by the Department Director or Property Manager on an annual basis. At this time, your Supervisor will assess and evaluate your job performance and comment on your potential and discuss what plans may be pursued for your further development.

A confidential performance evaluation interview is held between the employee being evaluated and their supervisor. At this time, you have the opportunity to discuss your evaluation and your goals concerning your career. You also have the opportunity to make written comments relative to your evaluation. Your signature on the form acknowledges only that you are aware of your Department Director's or Property Manager's assessment of your performance and potential.

All performance evaluations are reviewed by the Executive Director or designee. A copy of your evaluation is placed in your personnel file.

D. Salary Reviews

Your salary will be reviewed once a year. At that time your performance evaluation will be reviewed to determine if you are to be considered for a merit increase.

E. Social Security

All employees of DCHA are covered by the Social Security Act.

F. Health Insurance

Health insurance, including Dental and Prescription Drug Program coverage, will be provided and paid for by DCHA for full-time employees and their dependents in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985.

Employees who wish to give up paid health coverage for a cash payment, to be determined by DCHA, may do so during the open enrollment for health insurance (May 1). Any employee electing this option must complete the appropriate forms and waivers. Employees are cautioned that they should not consider giving up coverage until covered under another plan. The amount of your cash payment from DCHA ***WILL NOT*** compensate for the cost of a hospital stay.

DCHA will pay up to $175.00 per month for health insurance on behalf of the retiring employees who have reached the age of 70 and have been employed by DCHA for a minimum of 30 years. Health coverage will be selected by DCHA and will only cover the retired employee. Health coverage costs to be paid by DCHA will be the premium for supplemental health insurance to Medicare.

G. **Pension**

Full-time employees eligible for participation will be covered by the Delaware County Housing Authority Restated Retirement Plan upon completion of six months of full-time service and in accordance with regulations governing the Retirement Plan. If an employee elects to participate, there will be a mandatory employee contribution of 5% of salary. The amount of DCHA's contribution shall be 7% of employee's salary. For employees who contribute in excess of 5%, the Authority will contribute a maximum total of 8% of the employee's salary. Employee contributions must be in whole percentage increments.

The pension deduction will be based on the number of hours worked during a pay period, therefore if a person has time docked from their pay, their pension contribution will be based on the actual pay.

The pension deduction will be deducted over 26 bi-weekly pay periods.

H. **Group Term Life Insurance**

Upon successful completion of at least a 90 day probationary period, group term life insurance is available to the employee at 50% of premium cost. Life insurance amount will equal:

1. The employee's base salary rounded to the next highest $1,000, subject to a maximum of $50,000. (Example: salary is $17,500 – insurance amount is $18,000. If salary is $17,000 – the insurance amount is $17,000). The salary cap does not apply to the Executive Director.

2. The amount of Basic Life and Accidental Death and Dismemberment Insurance will be reduced by 50% of the pre-age 70 amount at age 70 and terminates at retirement.

3. For each covered person who has reached age 75 or more, the amount of insurance will be 67% of the amount in number 2 above.

4. The Basic Life Plan includes a Waiver of Premium benefit. The life benefit will extend the amount of insurance during a period of Total Disability for one (1) year if:

   a. you become totally disabled prior to age 60;
   b. the Total Disability begins while you are insured;
   c. the Total Disability begins while the Policy is in force;
   d. the Total Disability lasts for at least 6 months;
   e. the premium continues to be paid;
   f. and the insurance carrier receives proof of Total Disability within one (1) year from the date it began.

In addition, you have the ability to convert coverage when your insurance is no longer in force. In order to convert coverage, written application for the policy must be made within 31 days after you terminate. The first premium must also be paid within that time.

Please refer to your Reliance Standard Life benefit booklet for further information regarding Waiver of Premium, Conversion Privilege and all other plan provisions.

I. Long Term Disability

LTD payments may be collected by employees who have not been able to work for a period of 90 consecutive days due to illness or injury. Once deemed eligible for LTD, you will be eligible to receive 60% of your monthly earnings to a maximum monthly benefit of $6,000 (this is equal to a maximum Covered Monthly Earnings of $10,000).

The premium for this coverage is paid for in full by DCHA.

An employee who sustains a disabling illness or injury and is absent from work for four months or less, shall have the right to return to work at DCHA and to the same or substantially similar position held at the time the illness or injury occurred, provided the employee is certified by a physician as fit to return to work and the employee returns to work within the four month period. If the employee is not certified by a physician as fit to return to work, and the employee does not return to work within the four month period, DCHA shall have the right to declare the employee' s position vacant, fill the position with an individual of it's choice, and so notify the employee.

Any Long Term Disability payments covering previously applied sick leave or annual leave shall be reimbursed to DCHA by the employee, this includes but is not limited to all payroll deductions made on your behalf.

If an employee is receiving Long Term Disability Benefits, all payroll deductions and annual and sick leave accruals are suspended. If an employee has any type of payments deducted from their paycheck, they are responsible for those payments while on Long Term Disability.

Please refer to your Reliance Standard Life benefit booklet for further information regarding your Long Term Disability coverage.

Health Insurance, Pension, and Group Term Life, and Long Term Disability Coverage are more fully described in the brochures provided and available to the employee. Any questions concerning your benefits should be directed to the Executive Assistant.

J. Workers' Compensation Insurance

All employees, when injured on duty, are protected by the Workers' Compensation Act of Pennsylvania. An employee MUST notify his immediate supervisor of any injury or accident as soon as possible. Following an accident or injury, employees are required to complete a Personal Injury Report within 24 hours. All injured employees are required to use one of the doctors posted on bulletin boards and included in the Delaware County Housing Authority Human Resources Procedures and Policies Manual in accordance with the Pennsylvania Workers' Compensation Act Five (5) Doctor Rule.

If an employee refuses treatment, the employee will be required to so state in writing. This information will be forwarded to the workers' compensation carrier and may jeopardize any future claims regarding the injury.

An employee who sustains a work-related disabling injury and is absent as a result thereof from work for a period of four months or less, shall have the right to return to work with DCHA and to the same or substantially similar position held at the time the work-related injury occurred, provided the employee is certified by a physician as fit to return to work and the employee returns to work within the four month period.

If the employee is not certified by a physician as fit to return to work, and the employee does not return to work within the four month period, DCHA shall have

the right to declare the employee's position vacant, fill the position with an individual of its choice and so notify the employee.

Any Workers' Compensation payments covering previously applied sick or annual leave shall be reimbursed to DCHA by the employee.

If an employee is out of work and receiving Workers' Compensation Benefits, all payroll deductions and annual and sick leave accruals are suspended. If an employee has any type of payments deducted from his paycheck, the employee is responsible for those payments.

Employees, who return to work under light duty as prescribed by a panel physician under workers ' compensation, must turn in leave slips for any time away from work regarding the workers' compensation related injury. This includes doctor's appointments, therapy appointments, etc.

K. <u>Holidays</u>

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	December 25 (Christmas Day)
Memorial Day	December 26 (Day after Christmas)
July 4	2 Personal Days
Labor Day	

Full time employees will be paid for the above holidays. Probationary and part-time employees are not paid for holidays.

Holidays that fall on Saturday will be observed the preceding Friday. Holidays that fall on Sunday will be observed on the following Monday, unless otherwise designated.

If you are employed April 1 through July 31 you will be granted two (2) Personal Days. If you are employed August 1 through November 30 you will be granted one (1) Personal Day. If you are employed December 1 through March 31 you will be granted zero (-0-) Personal Days. Personal days must be used between the period April 1, to March 31 of the same fiscal year. Personal days do not carry over to the next fiscal year.

12. **Annual Leave**

Annual leave, or vacation, is provided to give you rest and relaxation. You may take it any time of the year based upon your department's needs with the advance approval of your Department Director or Property Manager. Annual leave may be disapproved by your Department Director or Property Manager if the needs of the department cannot be met. Leave may be taken in no less than increments of 15 minutes. (5 to 10 minutes will be considered 15 minutes of annual leave - 20 to 25 minutes will be considered 30 minutes of annual leave).

If an employee exhausts all annual leave, annual leave will not be approved or granted by the Department Director or Property Manager. Any requests for unpaid leave must be made in writing to the Executive Director or Designee. Approval or disapproval of unpaid annual leave will be determined at the discretion of the Executive Director or designee. If an employee is out of work and has exhausted all annual leave and sick leave, all payroll deductions and annual and sick leave accruals are suspended. If an employee has any type of payments deducted from his paycheck, the employee is responsible for the payments.

If an employee is out of work and does not have annual or sick leave available, accruals for sick and annual leave will cease until the employee returns to work.

Annual leave is accrued according to the following schedule:

1 year to 3 years	70 hours or 10 days	5.83 hours per month
3 years 1 month to 10 years	105 hours or 15 days	8.75 hours per month
10 years 1 month to 20 years	140 hours or 20 days	11.67 hours per month
over 20 years	175 hours or 25 days	14.59 hours per month

A full-time employee with more than six (6) months continuous service, but less than twelve (12) months of service may, at the discretion of the Executive Director or designee, be permitted 10 days annual leave with pay. Accrual of annual leave is effective and recorded on the first paycheck of each month and may not be used until accrued. Unused annual leave may be accumulated up to 60 days (420 hours for most employees). Employees may carry more than 60 days, only with the approval of the Board of Commissioners.

Earned but unused annual leave shall be paid to all separated employees, except in cases of dismissal for cause, or resignation without proper notice in which case payment will be at the discretion of the Executive Director or designee. Annual leave does not accrue where annual leave is used to extend a termination or retirement date. Accrual ends on the date the employee discontinues actively working at DCHA.

M. **Credit Union**

All full-time employees are invited to join the UFCW Federal Credit Union. The Credit Union offers many services including loans, certificates of deposit, savings and checking accounts, credit and MAC cards, vacation and holiday clubs. For more information call the UFCW Credit Union at 1-800-832-9328 or see the Executive Assistant.

IV. OPPORTUNITIES FOR ADVANCEMENT

Your future at DCHA begins the day you are hired. From that day on, DCHA provides ways to help you learn and progress. Opportunities are here to advance your career; one need only take advantage of them.

A. On the Job Training

DCHA provides the opportunity for "on-the-job training" to help you improve your knowledge and skills. Your supervisor is available to answer your questions and to help you understand your job and your potential.

B. **Continuing Education, Seminars and Workshops**

DCHA provides opportunities and may require employees to attend continuing education to maintain or enhance their skills.

C. **Job Vacancies**

Notice of job vacancies will be posted on department bulletin boards and advertised in the Delaware County Daily Times. DCHA's policy is to promote from within whenever possible. All positions shall be filled, to the fullest extent possible, by promotion of qualified employees; however, promotions are a management prerogative.

D. **Tuition Reimbursement**

DCHA recognizes that improved skills and capabilities of its employees can be valuable to both DCHA and employees. Consequently, it is DCHA's policy to help its employees through an educational program as provided below:

All full-time employees will be eligible to apply for assistance under this program. Courses will be approved which, in the opinion of the Executive Director and approved by the Executive Director will:

Improve the employee's ability to perform their present job, or

Help prepare the employee for a job within DCHA which will demand a higher level of responsibility or skills.

Approved courses may be taken at any accredited college, university, or other institutions approved by the Executive Director or designee.

DCHA will contribute tuition assistance in the following prescribed manner:

One-half (½) cost, up to a maximum contribution of $2,500 per fiscal year.

The total cost that DCHA agrees to share is limited to tuition, registration fees, books, and laboratory fees.

DCHA will pay to the employee 50% of the approved cost upon approval of the course(s) and the remaining 50% upon proof of successful completion. Successful completion shall mean, receipt of a passing grade (grade C or above) for the course or a certificate or diploma. If an employee does not pass the course in accordance with the above requirements, all monies paid to the employee for tuition expense must be returned to DCHA.

Upon recommendation of the Executive Director or designee and approval by the Board of Commissioners, an employee may be allowed to attend an approved course during working hours.

The cost of seminars and workshops approved in accordance with this section may be paid in full by DCHA, subject to the maximum limit.

Forms to request payment in accordance with this section are available from the Executive Assistant and must be completed in full prior to payment.

Inquiries regarding tuition assistance should be directed to the Executive Director or designee.

Tuition reimbursement is subject to IRS regulations.

Employees who terminate employment within one (1) year of completion of a course, receipt of a degree or receipt of a certificate, award or professional designation shall be required to reimburse DCHA for educational costs incurred by DCHA on their behalf.

Non-Accredited Tuition Reimbursement

Delaware County Housing Authority recognizes that there are other training and educational resources to improve your skills. Such requests must have your Department Director 's recommendation. Employees who terminate employment within one (1) year of completion of the training shall be required to reimburse DCHA for training costs incurred by DCHA on their behalf.

5. FOR YOUR BENEFIT AND OURS

During the course of your career, there are personal situations which occur that affect you and DCHA. What should you do if there is a problem? Where do you go? Answers to these and other questions concerning personal matters are as follows:

A. Change in Personal Status

Changes in any of the following must be reported to the Executive Assistant, as soon as possible.

Name, Address and/or telephone number
Marital Status
Dependents (birth of, or death)
Emergency Contact Person
Education or Training

B. **Job Related Problems**

Any job-related problem which, after thorough discussion with your department director and/or higher levels of management, you think is resolved unjustly or inadequately, may be appealed for consideration according to the grievance procedures outlined in this manual. General examples include:

1. The administration of wage and benefits programs or working conditions
2. Conduct of a supervisor or fellow worker
3. Application of personnel practices
4. Work rules

C. **Termination of Employment**

When leaving DCHA due to resignation, discharge, completion of temporary assignment, retirement, or layoff, you must return all DCHA property and retire all debts to DCHA.

DCHA hopes that you will gain satisfaction from your work, however, if at anytime you desire to terminate your position with DCHA, you shall provide at least two (2) week's notice of your intent to resign. This notice will be in written form and shall state the reason for your resignation. Employees in grades 1 through 4 are expected to give one month's notice.

All terminating employees must contact the Executive Assistant prior to termination to arrange an exit conference. At this time, you are required to complete all necessary paperwork including confirmation of unused annual leave hours and continuation of health benefits.

Leave does not accrue if sick leave or annual leave is used to extend termination date. All leave accrual ends on the date the employee ceases actively working at Delaware County Housing Authority.

In the event of the death of an employee, the Executive Director or designee will discuss benefits and compensation with a member of the deceased's immediate family, or if there are no immediate family members, someone else previously designated by the employee

D. **Layoff Procedure**

In the event that layoffs would be necessary by reason of shortage of work or funds, abolition of a position or material change in the organization or other reasons, DCHA will attempt to preserve the employment of qualified employees with satisfactory performance evaluations by utilizing the last hired, first to be laid off system by job grade, whenever possible. However, decisions regarding layoffs are a management prerogative.

E. **Employee Assistance Program**

DCHA has established an Employee Assistance Program (EAP) to help employees and their dependents who may be facing a personal problem. Virtually any type of problem, large or small, can be brought to the EAP. Common concerns involve marital issues, stress, finances, parenting, alcohol and other drugs. The EAP provides this kind of help in a completely ***confidential*** manner. You can obtain a brochure regarding this program from the Executive Assistant, or contact the Employee Assistance Council directly at 1-800-875-9077.

VI. TIME AWAY FROM WORK

A. **Bereavement Leave**

Full-time employees are entitled to no more than three (3) days paid leave following a death in their immediate family. Immediate family includes: spouse, children, parent, grandparent, brother, sister, father-in-law, mother-in-law or any other relative residing in the same household as the employee. One day leave will be granted following the death of a brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

B. **Sick Leave**

Sick leave with pay will be granted to full-time employees at the rate of one working day per month. Sick leave is established to cover periods of illness of employees. Abuse of sick leave will not be tolerated. Use of sick leave is an element reviewed during performance evaluations and is viewed as follows, as a general rule:

Less than 3 days per year	BELOW AVERAGE
3 - 5 days per year	AVERAGE USAGE
6 - 8 days per year	ABOVE AVERAGE
9 - 12 days per year	UNACCEPTABLE

Sick leave will be monitored. Accumulation of sick leave that exceeds 90 days will be accounted for separately and made available only as described in this section. Employees who exhaust their 90 day leave may utilize their frozen sick time if the leave falls under the Family and Medical Leave Act, the American with Disabilities Act, or is under the care of a physician and can document the need to use this leave.

If an employee requests leave under FMLA to care for a family member and the employee otherwise qualifies for FMLA leave, the employee may use accrued sick leave to care for the family member provided the employee first uses annual leave until the employee has only five annual leave days remaining. (35 hours for administrative employees or 40 hours for maintenance employees). Annual leave accumulation will be reviewed every year.

An employee must notify his ***supervisor*** prior to the start of the workday on the day of absence to qualify for sick leave. A leave form must be completed at the time of return to work. In order to return from absences of three days or more, a doctor's certificate is required. Employees who return to work without the required certificate will not be paid for any time worked until the certificate is presented.

An employee who is out either the day before or the day after a holiday must return to work with a doctor's certificate or no pay will be given for the holiday. If an employee is out of leave and out of work, the employee will not be paid for the holiday.

If an employee is on sick leave for longer than one week, he must contact his supervisor at least weekly thereafter (if too ill, have a family member notify DCHA). Failure to contact DCHA will be construed as voluntary resignation by way of job abandonment.

If an employee exhausts sick leave and/or does not have enough sick leave to cover an absence, the uncovered time will automatically be deducted from Annual Leave. Being docked the hours from your pay is not an option when annual leave is available. If all leave is exhausted (annual and sick leave) the employee will be docked. If an employee has exhausted all sick leave and annual leave, all payroll deductions and annual and sick leave accruals are suspended. If an employee has any type of payments deducted from his paycheck, the employee is responsible for those payments.

Additional sick leave may be granted by special action of the Board of Commissioners with the recommendation of the Executive Director as warranted by exceptional circumstances. If additional sick leave is not granted by the Board of

Commissioners and all leave is exhausted, all additional sick leave taken will be disapproved and the employee will not be paid for time away from work and may face disciplinary action if the time away from work does not fall under the Family and Medical Leave Act or the Americans with disabilities Act.

Employees will not be paid for unused accumulated sick leave at the time of their separation from DCHA.

Sick leave may be accumulated in an amount not to exceed ninety (90) days. Absences over ninety (90) days are covered under long term disability.

C. <u>Jury Duty and Court Appearances</u>

DCHA recognizes that you have a civic responsibility to serve as a juror or serve as a subpoenaed witness in court (not related to your job). You must notify your supervisor as soon as you know that your presence is required in court. A copy of the jury duty notice or subpoena demanding your presence must be provided to your supervisor. Your supervisor must be apprised of any changes in court appearance date or time or status. A leave form for jury/witness duty must be completed. This section does not pertain to personal court related matters such as child support hearings, divorce issues, civil court proceedings, etc. For these matters, employees must use annual leave.

While serving as a juror or a witness, you will be paid your regular salary and you are required to surrender any juror/witness payment to the Finance Department. Mileage reimbursement does not have to be surrendered to DCHA. If mileage is included in your jury/witness payment, cash the check and write a personal check or money order made payable to Delaware County Housing Authority along with a copy of the check stub received from the court. If you wish to donate your check to the court, you may do so.

D. **<u>Authority Related Court Appearances</u>**

If you are to appear in court on behalf of DCHA, you are to notify your supervisor as soon as possible. Your supervisor must be apprised of any changes in court appearance date or time. Employees appearing in court on DCHA related matters will be paid their regular scheduled work hours in accordance with the Fair Labor Standards Act.

E. **Leave of Absence**

DCHA may grant an unpaid leave of absence with continuity of Authority service and without loss of benefits, etc. to employees so requesting. Requests for leave of absence must be made in writing outlining reasons for such leave and must be directed to your immediate supervisor. No leave of absence will be granted for the purpose of seeking employment elsewhere, engaging in private business, of for other reasons not in DCHA's best interest. In no case will such a leave be granted if it is necessary for the Authority to provide a replacement or pay overtime to perform work normally done by the person on leave. Health benefits may be provided at the employee's expense, however, other benefits such as sick and annual leave accruals, pension contributions or any other payroll deductions will cease during the leave of absence.

F. **Military Leave**

An employee who must take time off from the job to participate in weekly or weekend drills, summer training duty, training cruises and the like must ask for military leave. All requests for military leave must be in writing. Employees must submit a schedule of the leaves they must take and notify their supervisor of any changes. Any employee who is called to duty shall receive their earned vacation time in addition to the military leave. An employee called for extended active duty, who does not volunteer for service beyond the period for which called, and who returns to work within 31 days of release from military service shall be granted leave without pay status for that period and shall have credited the amount of annual leave accrued prior to military service.

G. **Maternity/Paternity Leave**

Under the Pregnancy Discrimination Act, an amendment to Title VII of the Civil Rights Act of 1964, signed into law on October 31, 1978, discrimination in employment against women affected by pregnancy or related medical conditions is prohibited. DCHA is in compliance with all federal and state laws concerning pregnancy leave. Any employee wishing to take maternity/paternity leave may do so utilizing sick and annual leave or may choose to take an unpaid leave in accordance with the Family and Medical Leave Act, the Temporary Disability Section or LTD, as the case may be.

H. **Temporary Disability Leave**

An employee may be granted temporary disability leave without pay not to exceed six (6) months. A physician's statement indicating the period of disability, must be included upon application for temporary disability leave. During this leave, the employee will not be eligible for the accrual of annual leave or sick leave. Health benefits may be provided at the employee's expense, however, other benefits such as sick and annual leave accruals, pension contributions or any other payroll deductions will cease during the leave of absence. Employees will be required to sign an Intent to Return to Work Form supported by a signed doctor's authorization form prior to going out on temporary disability leave. DCHA reserves the right to require a physical examination by a doctor, appointed by DCHA, to determine the employee's ability to return to work.

I. **Official Duty Leave**

An employee who is absent from work on official business of DCHA, or while participating in training or educational courses approved by DCHA, will be paid regular salary. No reduction in annual leave will result from such approved absences.

J. **Community Service**

DCHA recognizes the obligation of its employees to participate in volunteer community service activities. At the discretion of the Executive Director or designee, employees that serve in an official capacity with a community non-profit organization may be granted time away from work without charge of annual leave. This provision shall not apply to any elected position.

K. **Travel**

Employees of DCHA may travel on official business upon authorization by the Board of Commissioners or as authorized by the Chairman and Executive Director or designee. Travel to the HUD Regional Office or Central Office, does not require Board approval.

Transportation costs for employees authorized to travel on official business will be reimbursed by DCHA. First class rail and airline coach will be the standard means of transportation.

DCHA will pay for the actual cost of lodging and meals including tips while attending conferences, seminars or conventions. Such costs must be reasonable and fully documented. No alcoholic beverages may be included in these costs.

Taxi fares, telephone calls, telegrams, secretarial services and similar items necessary and incidental to the performance of official business will be considered reimbursable.

DCHA will not provide lodging for one way trips that are under 120 miles from the office unless approved in advance by the Executive Director or designee.

If a non-exempt employee is traveling on the weekend or during the work day, the employee is entitled to be paid for that portion of his or her travel day which occurs between the hours of 9 a.m. and 4:45 p.m. If travel occurs prior to 9 a.m. or continues after 4:45 p.m. that time is not compensable.

Non-exempt employees who attend training sessions are entitled to overtime compensation for hours worked (including time spent in the training session) over 35 hours in a work week.

DELAWARE COUNTY HOUSING AUTHORITY
AUDIT PROGRAM TO DETERMINE COMPLIANCE WITH
PURCHASING POLICY

ALL PURCHASE ORDERS

1. Are all purchase orders signed by appropriate officials?

2. Does the signature of the Purchasing and Procurement Manager only appear on purchase orders with individual items valued at less than $500 and a total purchase order value of less than $4,000.

3. Does the Director of Purchasing and Procurement signature appear on all other purchase orders?

SPECIFIC PURCHASE ORDERS

1. Determine which classification of materials are routinely purchased with an item value of less than $500 and a total purchase order value less than $4,000. For each classification of this type, a periodic survey of market prices should be contained in the files. The survey should bear a current date (within six months).

2. If the purchase order total value is less than $10,000 and the individual items are valued between $500 and $1,000 each, is there a written record of three vendors surveyed attached to the purchase order?

3. If the total value of the purchase order is less than $10,000 and individual items are valued at more than $1,000 each, is there a written quotation from at least three vendors attached?

4. If the purchase order total value is greater than $10,000, was the purchase publicly bid?

Revised: 2/94
Revised: 12/06

DELAWARE COUNTY HOUSING AUTHORITY
PURCHASING AND PROCUREMENT DEPARTMENT
PROCEDURE FOR RECEIVING USED APPLIANCES
RETURNED TO STOCK

1. Maintenance staff will inform the Purchasing and Procurement Department when they return with an appliance. Immediately record all information from tag on appliances onto work orders. Report it to Purchasing Department.

2. Appliance should be stored in a secured area in the Garages.

3. Change location and indicate problem with appliance and record this information on the Range and Refrigerator Update Form, and input information into computer.

Revised 12/06

DELAWARE COUNTY HOUSING AUTHORITY
PURCHASING AND PROCUREMENT DEPARTMENT
PROCEDURE FOR RECEIVING NEW APPLIANCES

1. Store appliances only in secure warehouse.

2. Record manufacturer's name, model, serial numbers, and quantity received on receiving report.

PURCHASING AND PROCUREMENT DEPARTMENT
PROCEDURE FOR ISSUING APPLIANCES

1. A work order indicating "replace appliance" must be presented and include approval by the Property Manager, Main Dispatcher or Director of Physical Facilities. No work order, no appliance.

2. Check inventory listing for availability of appliance.

3. Locate appliance. Record manufacturer and serial number on Range and Refrigerator Update Form.

4. Assist maintenance in loading on truck if needed. Load appliances in reverse order of delivery (first one to be delivered goes on the truck last).

FOR OBTAINING AND INSTALLING AN APPLIANCE

1. Obtain work order from installation of appliance and have the Property Manager approve it.

2. Take approved work order to storeroom and request appliance.

3. Locate appliance and record serial number, model number, asset number and manufacturer number on work order.

4. Load appliance on truck in reverse order of delivery (first one to be delivered is the last one loaded on the truck).

5. Deliver appliance to unit. Verify that the manufacturer, model number, asset number, serial number, and address are on the work order. Deliver and install appliance. Have tenant sign the work order.

6. At the end of the day, return the work order to the Property Manager or Maintenance Dispatcher.

DELAWARE COUNTY HOUSING AUTHORITY
MAINTENANCE DEPARTMENT PROCEDURE
FOR REMOVAL OF APPLIANCE FROM A UNIT

Revised 12/06

1. Verify that problem with appliance requires removal from unit. Minor repairs, listed below, which can be completed by DCHA staff, should be completed in the unit. If the unit is vacant, remove the appliance.

    1. Broken Handles
    2. Knob Replacement
    3. Gasket Replacement
    4. Installation of Removable Parts, such as, Racks, Grills, Drawers, or doors.

2. If the unit is vacant or the problem warrants removal of the appliance, affix tag. The tag should be affixed to the outside refrigerator door at eye level, or on the outside front of the oven door on ranges. With a felt tip marker, indicate the address of the unit where the appliance is currently located, the serial number, asset number, model number and manufacturer of appliance, the problem with the appliance. Write the serial number, asset number and manufacturer of the appliance on your work order.

3. Obtain approval from the Property Manager to remove appliance from unit and transport to office.

4. Upon arriving at the office, notify the Purchasing and Procurement staff that you are returning an appliance. Purchasing and Procurement staff should record all information from the work order on a Range and Refrigerator Update Form.

5. When cleaning appliances, remove tag, clean appliance then re attach tag.

PROCEDURE FOR PROPERTY DISPOSITION

The disposal of scrap, surplus, or obsolete materials and/or equipment is the responsibility of the Procurement Department.

1. To determine the disposition of material, it will be inspected by a Property Manager and the Procurement Department at which time all material and/or equipment will be marked or tagged scrap, surplus, or obsolete.

2. Surplus or obsolete material shall be handled in accordance with Delaware County Housing Authority Disposition Policy, a copy of which is attached to these procedures.

3. Once an item has been determined as scrap, the Maintenance Department will dispose of the scrap, surplus, or obsolete material and/or equipment witnessed by the Procurement Manager.

4. At time of disposal, the Scrap Report must be signed by the driver and a representative of the Procurement department.

5. A Scrap/Salvage Report, along with the fixed asset system report, will be presented to the Board for approval and signed by the Executive Director.

6. A copy of the Scrap Report is then submitted to the Finance department for review and the original is retained by the Procurement Department.

Definition of:

Scrap	Material or equipment which is no longer serviceable and has been discarded.
Surplus	material or equipment not having any foreseeable use within a certain period of time.
Obsolete	material or equipment which is no longer usable in the service for which they were purchased.

Revision 1: 7/96
Revision 2: 12/06

DELAWARE COUNTY HOUSING AUTHORITY
PURCHASE REQUISITION PROCEDURES

I. Purpose

To provide detailed instructions for completing a Purchase Requisition

II. Scope

This procedure applies to all Purchase Requisitions

III. General

Following are detailed procedures to be followed when implementing any request for purchase of any materials, supplies, services, contract work, Etc.

The instructions apply to both the 3-part requisition and the Electronic Purchase Requisition e-mail form. (See last page)

The Completed Purchase Requisition form, with appropriate approval, is to be forwarded to the Purchasing department for transaction.

The Purchase Requisition Form is designed to contain all of the necessary information and required signatures relevant to the timely processing of the procurement within the Authority. The completion of the Purchase Requisition by the requester, will aid in a short turnaround time for ordering and receiving of the parts or services requested.

IV. Requisitioner instructions for completing Purchase Requisition

A. **Date required** – Specific Date is Needed

Avoid use of the term: ASAP. Always estimate or project a Specific Preferred Date the material or services are needed. This consideration will assist the Purchasing Department to determine priorities regarding delivery requirements. Always allocate as much lead time as practical by determining needs as far as possible in advance. This will allow The Purchasing Department to not only get needed approval, but to also receive timely competitive prices or bids. Allowing the Purchasing department to purchase in the best and most efficient manner for the Authority.

The Requisition originator is responsible for scheduling material in sufficient time to allow The Purchasing Department to transact and arrange material shipments in the most cost-effective means possible.

B. Purchase Order Number

Assigned by The Purchasing Department only. A record of all Purchase Order numbers issued is maintained by The Purchasing Department

C. Suggested Vendor

The requisitioner's suggested or known source or vendor

D. Quantity Ordered

Specific Quantity to be purchased and delivered to the requisitioner. Do not include extra items for stock. Order only what you will need to complete the Work Order. Please specify Quantity as "each" Even if you are ordering "box quantities". Ex.: 6 Ea. (1 Box)

E. Requested By

Name of individual submitting the requisition. Do not fill in someone else's name.

F. Approved By

Signature of individual authorized to approve expenditure of funds.

G. Address

The address or department where the requested items or services are needed must appear on the Purchase Requisition.

The Purchasing Department reserves the right to return and or refuse any Purchase Requisition that is not filled out completely and legibly.

PURCHASE REQUISITION PROCESSING PRIORITIES

I. Purpose

To establish guidelines for the timely processing of Purchase Requisitions.

II. Scope

This procedure applies to all purchases.

III. Procedure

It is vital to a smooth-functioning organization that Purchase Orders be processed in a timely fashion. The following guidelines are established to aid buyers in establishing priorities.

A. Rush orders

From time to time it is recognized that requirements will arise whose urgency will dictate immediate processing. In such cases, the completed Purchase Requisition, with approval as needed, is to be hand carried to The Purchasing department before any contact is made to the vendor. The Exact Time by which the material is required must be noted on the Purchase Requisition.

Every effort will be made to process "Rush" Purchase Requisitions immediately. If, for any reason, the Purchasing Department has difficulty meeting the time requirement, the Requisitioner will be notified immediately.

It should be noted that every effort should be made to minimize "Rush" transactions.

B. Inventory Orders

Will be processed within 3 days

C. Orders offered to vendors to bid

Will be processed within 5 working days

All delays that significantly exceed these processing guidelines are to be discussed with the Purchasing Department.

I. Purpose

To establish the authority to review requests and determine sources.

II. Scope

This policy applies to all procurements.

III. Policy

One of the responsibilities vested in the Purchasing Department personnel is the responsibility to: "Arrange for the purchase of materials, supplies and services with the objective that they will be available at the proper time, in the proper place, in quantity, quality and price, consistent with the needs of the Authority." It is vital to the performance of this duty that the Purchasing Department personnel have the authority to review Purchase Requests, Specifications and Suggested Sources.

A. The user and Purchasing shall be jointly responsible for developing a list of acceptable vendors of a specific product or service whenever necessary, with the user being responsible for the technical aspects of the evaluation and Purchasing being responsible for the financial and service aspects. Once a list of acceptable vendors has been established, Purchasing shall be solely responsible for selection of a vendor from that list who best can respond to the requirements of each particular order.

B. It shall be the responsibility of Purchasing to review the specifications of each Purchase Requisition. This review shall include, but not be limited to:

1. Requests for "sole source" purchases
2. Requests for goods of a quality that seem to be greater than required.
3. Requests for goods of a quality that seem to be less than required.
4. Requests whose material seems inconsistent with the requirement.
5. Requests that do not conform to Authority standards.
6. Requests without proper authorization.

Buyers shall not modify requisitions without discussions with the requester.

I. Purpose

To define authority for the approval of Purchase Requisitions.

II. Scope

This procedure applies to all Purchase Requisitions.

III. Approvals

Purchase Requisitions must be approved by the appropriate individual prior to issuance of any Purchase Order. The requisitioner is responsible for ensuring that the proper approval is obtained and the Purchase Requisition is signed by the authorized person.

A. Work Order

Personnel authorized to approve Purchase Requisitions for work orders are:

Dollar Value of Purchase Requisition	Approval Required for Purchase Requisition
$1500.00	Property Manager
$1500.00	Department Director
$1501.00 + - $9,999.99	Director of Finances or Executive Director
$10,000 or More	Must be put out for Bid

B. Capital Asset Requests

The Buyer is responsible for verifying that a Capital Asset Request has been approved. The Purchasing Department maintains a copy of all Capital Asset Request approvals.

Before a Capital Asset Request Requisition is submitted to the Purchasing Department, the Requisition is to be approved by the appropriate authorized person. The requisitioner is responsible for obtaining the approval.

C. Other Purchases

Unique or unusual Purchase Requisitions may require special handling. Whenever a Purchase Requisition is submitted for a unique or unusual item, the Purchasing Department personnel will advise the Purchasing Director of the circumstances prior to the issuance of the order.

Purchase Requisitions involving advertising, promotion or the public use of the Authority name will be approved by the Executive Director.

Purchase Requisitions for office furniture and/or equipment will be approved by the Executive Director.

(This is Not a Purchase Order)

PO No.:
Name:
Address:
City:
State:
Buyer:

Department No:
Date:
Date Needed:
Requested By:
Approved By:
Suggested Source:

Needs Approval _____ Yes ____ No
_____ Executive Director **_____ Director of Financial Operations**

Quantity	Description / Catalog Number	Account No.	Price	Page

Revised 12/06

DELAWARE COUNTY HOUSING AUTHORITY

PROCUREMENT POLICY

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STATEMENT OF PROCUREMENT POLICY

Established for Delaware County Housing Authority (DCHA) by Board Action on November 23, 1993. This Statement of Procurement Policy complies with HUD's Annual Contributions Contract (ACC), HUD Handbook 7460.8 REV-1, "Procurement Handbook for Public Housing Agencies and Indian Housing Authorities," and the procurement standards of 24 CFR 85.36.

I. GENERAL PROVISIONS

A. PURPOSE

The purpose of this Statement of Procurement Policy is to: provide for the fair and equitable treatment of all persons or firms involved in purchasing by DCHA; assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to DCHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that DCHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

Various aspects of DCHA's Purchasing and Procurement Activities are subject to Section 3 of the Housing and Urban Development Act of 1968 12 U.S.C. 1701(u). The Board of Commissioners of Delaware County Housing Authority encourages activities that promote Economic Opportunities for Section 3 Residents. An Economic Opportunity Plan has been prepared which describes these activities.

B. APPLICATION

This Statement of Procurement Policy (Statement) applies to all contracts for the procurement of supplies, services, and construction entered into by DCHA after the effective date of this Statement. It shall apply to every expenditure of funds by DCHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this Statement shall prevent DCHA from complying with the terms and

conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement" as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

C. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information including the Authority's Economic Opportunity Plan shall be a matter of public record to the extent provided in the Right To Know Law, Act of June 21, 1957, P.L. 390, S1 et seq., as amended, U5pss, 66.1 et seq., and shall be available to the public as provided in that statute.

D. DEFINITIONS

Economic Opportunity Plan-

A plan developed by Delaware County Housing Authority its contractors and subcontractors that discusses training and employment goals for Section 3 Residents as well as contracting opportunities for Section 3 Business Concerns. This Plan also includes a strategy for attaining these goals and reporting requirements to monitor results.

DCHA Resident-

A resident residing in DCHA owned public housing communities.

Section 3 Residents-

A public housing resident; or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and who is a low or very low-income person.

Section 3 Business-

Means a business that is 51 percent of more owned by Section 3 Residents; or whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 Residents, or within three years of the date of first employment with the business concern were Section 3 Residents; or that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in this definition of "Section 3 Business."

Contractor-

Any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Subcontractor-

Any entity (other than a person who is an employee of the Contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

New Hires

Full-time employees for permanent, temporary or seasonal employment opportunities.

II. PROCUREMENT AUTHORITY AND ADMINISTRATION

A. All procurement transactions shall be administered by the Contracting Officer, who shall be the Executive Director or other individual he or she has authorized in writing. The Executive Director shall issue operational procedures to implement this statement, which shall be based on HUD

Handbook 7460.8. The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with State law.

B. The Executive Director or his/her designee shall ensure that:

1. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing.

2. Contracts and modifications are in writing, clearly specifying the desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price.

3. For Procurements other than small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 15 days is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public.

4. Solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36 and Section 3 of the United States Housing and Urban Development Act of 1968 12 U.S.C. 1701(u) or State and local laws that are more stringent, provided they are consistent with 24 CFR 85.36.

5. An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements.

6. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to DCHA, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days after contract award.

7. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted.

8. DCHA complies with applicable HUD review requirements, as provided in the operational procedures supplementing this Statement.

9. DCHA, its contractors and subcontractors comply with applicable Section 3 requirements.

10. Records shall be kept in sufficient detail to record the history of each procurement in conformance with 85-36 (b) (9).

C. This Statement and any later changes shall be submitted to the Board of Commissioners for approval. The Board appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that any procurement policies adopted are appropriate for the PHA.

III. PROCUREMENT METHODS

A. SELECTION OF METHOD

If it has been decided that DCHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

B. SMALL PURCHASE PROCEDURES

1. GENERAL

Any contract for service or materials not exceeding $10,000 and professional service contracts not exceeding $100,000 may be made in accordance with the small purchase procedures authorized in this section.

Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section VIII of this Statement).

2. DCHA shall to the greatest extent feasible attempt to make small purchases in accordance with its Economic Opportunity Plan which encourages contracting with Section 3 Business Concerns.

3. DCHA shall to the greatest extent feasible solicit prices in all categories of small purchases from known Section 3 Businesses. The Economic Opportunity Plan shall be made available to all businesses upon request.

4. PETTY CASH PURCHASES

Small purchases under $100 which can be satisfied by local sources may processed through the use of a petty cash account. The Contracting Officer shall ensure that: the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g. one week); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher to DCHA finance officer; and, the account is periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total accumulated vouchers.

5. The Director of Purchasing and Procurement is authorized to issue and execute all purchase orders, in accordance with this policy on behalf of DCHA.

6. The Purchasing and Procurement Manager is authorized to issue and execute purchase orders on behalf of DCHA for individual items having a value of less than $500.00 and aggregate value of purchase order less than $4,000.00 in accordance with this policy.

7. Purchases of items and service with an individual value of less than $500.00 and an aggregate value of the purchase order less than $4,000.00 shall be made from the vendor offering the lowest qualified cost as determined by the Director of Purchasing and Procurement and/or the

Purchasing and Procurement Manager's periodic survey of the market.

The verbal price quotation made shall contain at least the date of the quotations, the name of the vendor, the vendor's representative, and the item or service which was the subject of the verbal quotes and the price quoted. Availability, quality and service shall be a consideration in determining the lowest qualified cost.

8. Purchases of items and services with an individual value greater than $500.00 but less than $1,000.00 and an aggregate value of the purchase order less than $10,000.00 shall be purchased from the vendor offering the lowest qualified cost after verbally surveying three or more vendors and documenting the surveyed vendors and attaching this written record to the purchase order. The written record of the verbal price quotation made shall contain at least the date of the quotations, the name of the vendor and the vending representative, and the item or service which was the subject of the verbal quotes and the price quotation.

9. Purchases of items with an individual value greater than $1,000.00 but less than $10,000.00 and purchases of professional service with an individual value greater than $1,000.00 but less than $100,000.00, shall be purchased from the vendor offering the lowest qualified cost upon receipt by the Director of Purchasing and Procurement of a written quote from at least three vendors. This class of purchase shall require concurrence by the Executive Director or Assistant Executive Director as indicated by initialing the written quote.

C. SEALED BIDDING

1. <u>CONDITIONS FOR USE</u>

Contracts shall be awarded on the basis of competitive bidding if the following conditions are present:

A. A complete adequate and realistic specification or purchase description is available.

B. Two or more responsible bidders are willing and able to compete affectively for the work.

C. The procurement lends itself to a firm fixed price contract.

D. The selection of the successful bidder can be made principally on the basis of price.

2. CONSTRUCTION PROCUREMENT

Sealed bidding is the preferred method for construction procurement. For procurements under the Comprehensive Grant Program sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation.

3. PROFESSIONAL SERVICES

For professional services contracts sealed bidding should not be used.

Procedure Summary:

This establishes procedures for procurement of Professional Services where the fee is expected to exceed $100,000.

Procedure:

The procedure for procuring professional services is outlined below:

1. The Department Director must define scope of work with assistance from the Purchasing Director and possible other individuals from the initiating department.

2. The Purchasing Director will then review the scope of work.

3. Each individual will then identify the parameters, the degree of services needed, time frames the work shall be performed in, etc. All related individuals need to be kept informed of who is responsible for what throughout the process.

4. Request for the Proposal (RFP) is prepared to prospective consultants. Advertising must consist of ads placed in a paper of general circulation.

4a. The RFP will contain evaluation criteria related to expertise, experience, location, approach to the engagement and cost.

5. Delaware County Housing Authority will typically allow four weeks after the RFP for submission of a proposal, unless additional time is deemed necessary.

6. A committee (usually Department Director level positions) is formed to evaluate criteria set forward in the scope of services.

7. After evaluating criteria committee will then choose the organization for appropriate services.

4. ALTERNATIVE PROCUREMENT METHODS FOR RESIDENT OWNED BUSINESSES

A. Method of Procurement

In contracting with resident owned businesses, DCHA shall follow the applicable method of procurement as set forth in this procurement policy and 24 CFR 85.36(d) with solicitation limited to resident owned businesses. Additionally, DCHA shall insure that the method of procurement conforms to the procurement standards set forth in 24 CFR 85.36(e).

B. Contract Awards

Contracts awarded under this alternative procurement method shall be made only to resident owned businesses that meet the requirements established in 24 CFR Part 963.10., this Procurement Policy and other applicable HUD regulations. An award shall not be made to the resident owned business if the contract award exceeds the independent cost estimate required by 24 CFR 85.36(f) and the price normally paid for comparable services supplies or construction in the area.

C. Contract Requirements

Any contract entered into between DCHA and a resident owned business under this alternative procurement process shall comply with the contract provisions of 24 CFR 85.36(I), the provisions of 24 CFR 85.36(h), 24 CFR 968.240(d), or 24 CFR 968.335(c)(1) applicable bonding requirements and other applicable HUD regulations. DCHA shall maintain records sufficient to detail, the significant history of the procurement made pursuant to the alternative procurement process. These records will include but are not necessarily limited to the following: independent cost estimate and comparable price analysis as required by paragraph (b) of this section. The basis for contractor selection including documentation concerning the eligibility of the selected resident owned business under 24 CFR 963.10 and the basis for determining the reasonableness of the proposed contract price.

5. IDENTIFICATION OF SECTION 3 BUSINESSES

A. Annually, DCHA will solicit names of Section 3 Businesses for the purpose of updating Section 3 Business registration and will publish a notice to Section 3 Businesses advising them of potential contracting opportunities with DCHA.

B. Prior to advertisements for bids for publically advertised construction projects, DCHA will notify on the Section 3 Business registration businesses advising them of the pending contracting opportunities.

C. Section 3 Businesses shall be required, either annually or at time of bidding, to submit documentation to verify their qualifications as a Section 3 Business.

1. Documentation may include but not be limited to the following:

a. Names, addresses and Third party documentation of income of owners or stockholders.

b. Names, addresses and documentation of employees' status as a Section 3 Resident.

c. Youthbuild documentation

D. Advertisements and notices will be published in the Delaware County Daily Times, the Eastern Delaware County edition of Town Talk and the DCHA Resident Newsletter and the Philadelphia Inquirer.

6. SOLICITATION AND RECEIPT OF BIDS

A. Invitation

An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until the bid opening. A bidder may withdraw its bid at any time prior to the bid opening.

B. Notices

1. A copy of the invitation for bids will be mailed to all Section 3 Businesses of record.

2. Advertisements will be placed in the Delaware County Daily Times, and the Delaware County Housing Authority Resident Organization Newsletter, and where the value of the contract exceeds $100,000 in the Philadelphia Inquirer. Construction contracts shall also be advertised in Dodge Reports.

7. INFORMATION SUBMISSION REQUIREMENTS

In addition to all other required submissions bidders will be required submit an Economic Opportunity Plan consisting of at least the following information:

A. Number and dollar value of all work expected to be subcontracted

B. Number and dollar value of all work expected to be awarded to Section 3 businesses. Include type and amount contract. Name, address contact, and phone number of all Section 3 businesses to be used.

C. Current employees including name, address, phone number, race, sex, ethnicity, classification, income and years employed.

D. Number of "new hires" expected if contract is awarded including classification .

E. Number of Section 3 residents expected to be hired including classifications.

F. Narrative description of contractors planned activities to achieve employment and contracting goals.

G. Documentation of efforts made and results of efforts to employ Section 3 residents and award contracts to Section 3 business concerns. This documentation may include:

1. Record of solicitation of subcontractor bids

2. Record of subcontractor bids received

3. Contract award documentation

4. Records of communication with Section 3 businesses

5. Record of contract with Section 3 residents seeking employment

6. Record of Section 3 residents employed

While this information is required where Section 3 businesses and Section 3 employees are involved, Section 3 does not require the creation of economic opportunities for anyone. Section 3 does require any recipient of HUD

funding to give preference in hiring to low and very low income persons and to provide contracting opportunities to Section 3 businesses if employment or contracting opportunities are generated because the project or activity necessitates the employment of additional personnel thru individual hiring or awarding of contracts for work.

H. Contract Reporting Required

1. All successful contractors shall submit DCHA S3-1 Monthly Report of Section 3 Employment and Contracting as a condition of payment for work completed.

8. BID OPENING AND AWARD

A. Public opening

Bids shall be opened publically and in the presence of at least one witness, in abstract of bid shall be recorded and the bid shall be available for public inspection.

B. Contract Award

1. Section 3 Implementation Plan

Every bid for a publicly bid contract must be submitted with a Section 3 Economic Opportunity Plan in accordance with Section VIII B which describes in detail how the contractor intends to comply with the Section 3 Employment and Contracting requirements. Bids that do not include a complete Section 3 Economic Opportunity Plan in compliance with the requirements set forth in, Section 3 of the Housing and Urban Development Act of 1968 the regulations promulgated thereunder and Section VIII B of DCHA Economic Opportunity Plan will be considered non-responsive and will not be considered for contract award even though the bid is the lowest bid received by the Authority. The Authority is committed to an Economic Opportunity Plan of Section 3 to the greatest extent feasible and it is suggested that each Contractor take the time to prepare a Section 3 Economic

Opportunity Plan that is in compliance with these requirements so as to avoid a bid rejection.

2. CONTRACT

Contractor should also be aware that the Authority will consider the Section 3 Economic Opportunity Plan submitted by each Contractor a part of the Contract Documents and by executing a Contract with the Authority following contract award, the Contractor so agrees.

3. MISTAKES IN BIDS - GENERALLY

Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening.

4. MISTAKES AFTER BID OPENING

The general rule is that a change to a bid after bid opening is not permitted, as this would give the bidder an advantage over other bidders. There are certain exceptions to this rule, however, which are designed to prevent unreasonable results from the sealed bidding process. Corrections of bids should only be allowed if the bidder can provide evidence of the bid price intended showing how the bid price was calculated but in advertently listed incorrectly on the bid itself. Further, the bidder must show by clear and convincing evidence that:

a. that a clerical mistake as opposed to a mistake in judgment was made;

b. the nature of the mistake; and

c. the bid price actually intended.

Corrections of bids should only be allowed if the bidder can provide clear and convincing evidence of the bid price intended showing how the bid price was calculated but inadvertently listed on the bid itself. The intended

bid should either be obvious from the bid document or established by clear and convincing written evidence, dated before the submission of the bid.

In the case of requests for correction of mistakes after bid opening, the decision to allow a correction should be made after consultation with DCHA's legal counsel.

5. WITHDRAWAL OF BIDS AFTER BID OPENING

Withdrawal of the bid is permissible where there is an obvious error in the lowest bid, such as a math error or a misplaced decimal, but the mistake must be readily apparent from the bid itself. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident, or the bidder submits written evidence which clearly and convincingly demonstrates that a mistake was made. DCHA shall also require written supporting evidence before allowing withdrawal by bidder. If the withdrawal is allowed by DCHA, it should be without forfeiting the bid bond, upon verification of the error.

With respect to construction contracts for the construction, reconstruction, demolition, alteration or repair of a public building or other public improvement or for the provision of services to or lease of real or personal property whether by lease or concession from DCHA, the withdrawal of a bid is permissible where, in addition to the foregoing, the bidder provides notice of a claim with a right to withdraw the bid in writing with DCHA within two business days after the opening of bids and the withdrawal of the bid would not result in the awarding of the contract on another bid of the same bidder, its partner, or to a corporation or business venture owned by or in which he has a substantial interest.

In cases of requests for withdrawal, the decision to allow a withdrawal should be made after consultation with DCHA's legal counsel.

6. DISPLACING THE LOW BIDDER

To maintain the integrity of the sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, unless the mistake is clearly evident from examining the bid document, such as extension of unit prices or errors in addition.

7. MISTAKES AFTER AWARD

Correction of bid mistakes after award shall be subject to the same proof as corrections before award.

8. DOCUMENTATION REQUIRED

Decisions to allow correction or withdrawal of mistakes in bids must be properly documented in the contract file. As a minimum, the Contracting Officer shall prepare a written determination citing the reasons mentioned above.

9. BONDS

In addition to the other requirements of this Statement, the following requirements apply:

a. For construction contracts exceeding $5,000.00 other than those specified in 11b and 11c below, contractors shall be required to submit the following, unless otherwise required by State or local laws or regulations:

(1) a bid guarantee from each bidder equivalent to 5% of the bid price; and

(2) a performance bond for 100% of the contract price; and

(3) a payment bond for 100% of the contract price, or a 20% cash escrow.

b. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, the contractor shall be required to submit the following:

(1) a bid guarantee from each bidder equivalent to 5% of the bid price; and

(2) one of the following:

(I) a performance and payment bond for 100% of the contract price; or

(ii) a 20% cash escrow; or

(iii) a 25% irrevocable letter of credit.

c. In the case of construction under the Comprehensive Improvement Assistance Program (CIAP) and Comprehensive Grant Program (CGP) funded pursuant to the U.S. Housing Act of 1937, for any contract of $25,000.00 or more, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:

(1) a bid guarantee from each bidder equivalent to 5% of the bid price; and

(2) one of the following:

(I) a performance and payment bond for 100% of the contract price; or

(ii) separate performance and payment bonds, each for 50% or more of the contract price; or

(iii) a 20% cash escrow; or

(iv) a 25% irrevocable letter of credit.

10. Informalities may be waived by DCHA in accordance with the law.

11. Breach

For Failure to Supply Information

Further, from time to time DCHA will require the Contractor to supply documentation and/or certification showing compliance with Section 3 Economic Opportunity Plan. A Contractor's failure to supply the requested documentation and/or certifications shall also be deemed to be considered a breach of contract entitling the Authority to exercise appropriate remedies set forth in the Contract Documents and as permitted by State and Federal law.

D. COMPETITIVE PROPOSALS

1. CONDITIONS OF USE

Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where DCHA determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited.

2. SOLICITATION

The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and subcontractors, including the weight given to each technical factor and subcontractor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the

solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.

A Section 3 Economic Opportunity Plan shall be required for all competitive proposal procurements. The DCHA Economic Opportunity Plan shall be a part of all Request for Proposals.

The Request for Proposal shall include evaluation factors relative to Section 3. Evaluation factors shall address two Section 3 components as follows:

1. Preference for Section 3 business concerns - 15% of total evaluation points available.

2. Quality and acceptability of offerors Section 3 Economic Plan-10% of total evaluation points available.

When the project which is the subject of an RFP will generate employment or contracting opportunities with an offeror responding to an RFP, the offeror who merely affirms compliance with Section 3 or provides only numerical goals for employment and contracting shall not be awarded Section 3 points. In such case, an offeror must submit a Section 3 training strategy as part of the proposal describing how the offeror will comply with Section 3 training and employment opportunities, contracting opportunities or both.

A. <u>Failure to Implement Section 3</u>

A failure by the contractor to implement the Section 3 Economic Opportunity Plan and comply with the requirements of Section 3 to the greatest extent feasible will be considered by DCHA to be a breach of contract entered into between DCHA and the Contractor following award thereby entitling the Authority to exercise any and all remedies provided in the Contract Documents and as permitted by State and Federal law.

3. NEGOTIATIONS

Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

4. AWARD

After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to DCHA.

5. ARCHITECT/ENGINEER SERVICES

Architect/engineer services in excess of the small purchase limitation may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless State law mandates the specific method. Sealed bidding, however, shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources.

E. NONCOMPETITIVE PROPOSALS

1. CONDITIONS FOR USE

Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

a. The item is available only from a single source, based on a good faith review of available sources;

b. An emergency exists that seriously threatens public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to DCHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services,
or construction such that the need cannot be met through any procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency.

c. HUD authorizes the use of noncompetitive proposals.

d. After solicitation of a number of sources, competition is determined inadequate.

2. JUSTIFICATION

Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the Contracting Officer.

3. PRICE REASONABLENESS

The reasonableness of the price of all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in paragraph IIIF below.

F. COST AND PRICE ANALYSIS

1. GENERAL

A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.

2. SUBMISSION OF COST OR PRICING INFORMATION

If the procurement is based on non-competitive proposals, or when only one offer is received, or for other procurements as deemed necessary by DCHA (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:

a. A cost breakdown showing projected costs and profit.

b. Commercial pricing and sales information sufficient to enable DCHA to verify the reasonableness of the proposed price such as a catalog or market price of a commercial product sold in substantial quantities to the general public.

c. Documentation showing that the offered price is set by law or regulation.

3. COST ANALYSIS

Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: a cost analysis shall be performed of the individual cost elements; DCHA shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, DCHA shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.

4. PRICE ANALYSIS

A comparison of prices shall be used in all cases other than described in IIIF3 above.

G. CANCELLATION OF SOLICITATIONS

1. An invitation for bids, request for proposals, or other solicitation may be canceled before offers are due if: DCHA no longer requires the supplies, services or construction; DCHA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

2. A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to DCHA; prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; there is a reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of DCHA.

3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

5. If all otherwise acceptable bids received in response to an invitation for bids are unreasonable as to price, or only one bid is received and the price is unreasonable, DCHA shall cancel the solicitation and either:

   a. re-solicit using a request for proposals; or

b. complete the procurement by using the competitive proposals method, following paragraphs IIID3 and IIID4 above (when more that one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph IIIE2 above (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of DCHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

H. COOPERATIVE PURCHASING

DCHA may enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. DCHA is encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

IV. CONTRACTOR QUALIFICATIONS AND DUTIES

A. CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, DCHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other PHAs), and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

B. SUSPENSION AND DEBARMENT

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies (e.g. Department of Labor for violation of Secretary of Labor regulations) when necessary to protect the PHA in its business dealings.

C. QUALIFIED BIDDER'S LISTS

Interested businesses shall be given an opportunity to be included on qualified bidder's lists including lists of Section 3 Business Concerns. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

V. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

A. CONTRACT TYPES

Any type of contract which is appropriate to the procurement and which will promote the best interests of DCHA may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy DCHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR Chapter 1). A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

B. OPTIONS

Options for additional quantities or performance periods may be included in contracts, provided that:

1. The option is contained in the solicitation.

2. The option is a unilateral right of DCHA

3. The contract states a limit on the additional quantities and the overall term of the contract.

4. The options are evaluated as part of the initial competition.

5. The contract states the period within which the options may be exercised.

6. The options may be exercised only at the price specified in or reasonably determinable from the contract.

7. the options may be exercised only if determined to be more advantageous to DCHA than conducting a new procurement.

C. CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(I), such as the following:

1. Termination for convenience.

2. Termination for default.

3. Equal Employment Opportunity.

4. Anti-Kickback Act.

5. Davis-Bacon provisions of the United States Housing Act of 1937.,

6. Contract Work Hours and Safety Standards Act, reporting requirements.

7. Patent rights.

8. Rights in data.

9. Examination of records by Comptroller General, retention of records for three years after closed.

10. Clean air and water.

11. Energy efficiency standards.

12. Bid protests and contract claims.

13. Value engineering.

14. Payment of funds to influence certain Federal transactions.

15. Section 3 of the Housing and Urban Development Act of 1968 12 U.S.C. 1701(u).

16. Executive Orders 11625, 12138 and 12432.

The operational procedures required by section IIA of this statement shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by DCHA.

D. CONTRACT ADMINISTRATION

A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. The operational procedures required by Section IIA above shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in FAR Subpart 31.2

VI. SPECIFICATIONS

A. GENERAL

All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying DCHA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase (but see VIII below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

B. LIMITATIONS

The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy DCHA's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of DCHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

VII. APPEALS AND REMEDIES

A. GENERAL

It is DCHA's policy to resolve all contractual issues informally at the DCHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the DCHA level. When appropriate, DCHA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of DCHA to review a complaint or protest. However, nothing in this policy or paragraph shall be read to preclude a person or a business from exercising rights to file a complaint under Section 3 or any civil rights authorities.

B. BID PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

C. CONTRACT CLAIMS

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Executive Director and the Board of Commissioners.

IIV. ETHICS IN PUBLIC CONTRACTING

A. GENERAL

DCHA shall adhere to the following code of conduct, consistent with applicable State or local law.

B. CONFLICT OF INTEREST

No employee, officer, or agent of DCHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award.

2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister).

3. His/her partner.

4. An organization which employee, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

C. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

DCHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

D. PROHIBITION AGAINST CONTINGENT FEES

Contractors shall not retain a person to solicit or secure a DCHA contract for commission, percentage, brokerage, or contingent fee, except for bonafide employees or bonafide established commercial selling agencies.

DCHA RAB
2007 PHA PLAN MEETING
NOVEMBER 14, 2006
3:00 P.M.

PRESENT FROM DCHA:

LAWRENCE E. HARTLEY, JACQUELINE E. SOP, DENNIS C. DECKER, DENISE PETERSON, SAMUEL E. STAFFORD, MAUREEN C. DONEGAN, JOHN P. PARENTE, JANICE M. ROBERTS, PATRICIA R. NEWELL, PIOTR TRACZYK, CHRISTINE M. BUTAKIS, RAYMOND DOUGHERTY AND BERNITTA JOHNSON

PRESENT FROM THE RESIDENT ADVISORY BOARD:

GWEN MELTZER	**KINDER PARK MID-RISE**
JUDY CATLETT	**KINDER PARK MID-RISE**
ALEXANDER DANIEL	**KINDER PARK MID-RISE**
ISIS GUIRGUIS	**KINDER PARK MID-RISE**
DEE MULLENIX	**KINDER PARK HOMES**
DOROTHY THORNTON	**KINDER PARK HOMES**
FLORENCE BUCKLEY	**KINDER PARK HOMES**
MONICA SAMPLE	**KINDER PARK HOMES**
JOHN PHILLIPS	**PARKVIEW APARTMENTS**
DORCAS BOLAR	**CALCON GARDENS**
LISA BRADLEY	**CALCON GARDENS**

Mr. Hartley started off the meeting by introducing the Property Managers. He stated that if the residents have any issues they should contact their Property Manager.

Mr. Hartley stated that at the Resident Meeting held on September 28, 2006 the PHA Plan Template was reviewed.

Mrs. Roberts reviewed the following changes that affect residents as follows:

Admission and Continued Occupancy Policy

- Page 13. Section 3. If any household member is engaged in criminal activity within the last 10 years they will be denied housing assistance.

- Page 23. Section 6 a. Residents will be required to give 30 days written notice with intent to vacate to the Property Manager. Currently a 15 day notice is required. A pre inspection will be conducted 10 days prior to move out.

- Page 32 – A section on Violence Against Woman Act (VAWA) was added.

Residential Dwelling Lease

- Page 2. Section 2 – The 7 day notice that we give the residents after the 10 day grace period to pay rent was removed. This will cut down the number of days it takes to collect rent. This will allow DCHA to file legal actions after the 10th day.

Ms. Meltzer asked what happens if a resident receives their Social Security check after the 15th.

Mrs. Roberts stated that rent is due on the 1st of the month. All residents sign a lease stating this. We do have a grace period. If individuals need to make special arrangements they will need to talk to their Property Manager about this.

- Page 8 – 1 a. States that no tents or gazebos will be allowed without a permit from the Housing Authority. DCHA is having problems with tents looking bad and they interfere with grass cutting. This change is still being discussed.

Additional Resident comments:

- Ms. Thornton reported that since the Property Manager for Kinder Park knocked on one of the resident's doors to let her know that her shed needs to be cleaned. Since that happened some of the residents started cleaning the sheds.

  Mr. Traczyk stated he did inspections of the outside of the houses which resulted in handing out some citations.

- Ms. Catlett asked about the air conditioning surcharge for Kinder Park Mid-Rise buildings. She asked why the charge was not equal in all the units. Mr. Hartley reported that this was HUD mandated. HUD designed the surcharge based on the location of the unit. Ms. Catlett reported that all residents would like to pay the same amount.

  Mrs. Roberts stated that she will contact to HUD to see what can be done.

- Ms. Bolar asked about getting storm doors. Mr. Hartley reported that they were a maintenance problem and they were making the community look bad. When Calcon Gardens was constructed central air was installed which eliminated the need for a screen door.

- Ms. Sample inquired about the Flat Rents. Mrs. Roberts went over Flat Rents with her and would continue the discussion after the meeting.

Mr. Hartley reviewed the following:

Capital Fund Table

- Kinder Park drainage and paving project. This project will start in the spring.

- Green Hill Court - Work to be done to the exterior of the building. This includes siding, gutters and soffit replacement. Bid opening in January. Construction to start in the spring.

- Architect will be doing a study on the Kinder Park Community Center water problem.

The Public Hearing is on December 4th. If anyone has any comments before then please let us know.

DELAWARE COUNTY HOUSING AUTHORITY

1855 CONSTITUTION AVENUE, P.O. BOX 100, WOODLYN, PA 19094-0100
610-876-2521 FAX # 610-490-6246 TDD # 610-876-3341

November 7, 2006

Ms. Dorcas and Christina Bolar
1207 Calcon Drive
Sharon Hill, PA 19079

Dear Ms. Bolar:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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If you have any questions regarding the enclosed materials, please contact me at **(610) 490-6229**. In addition, please contact me if you are in need of transportation to attend this meeting.

Sincerely,

Bernitta Johnson
Resident Services Representative

/bj

Enclosures

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November 7, 2006

Ms. Alana DeVaughn
1209 Calcon Drive
Sharon Hill, PA 19079

Dear Ms. DeVaughn:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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Resident Services Representative

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November 7, 2006

Ms. Lisa Bradley
1226 Calcon Drive
Sharon Hill, PA 19079

Dear Ms. Bradley:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 7, 2006

Ms. Linda Johnson
1523 Clifton Avenue
Sharon Hill, PA 19079

Dear Ms. Johnson:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Lisa Childs-Knight
517 Highland Avenue
Wayne, PA 19087

Dear Ms. Childs-Knight:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Mary Lou Schell
531 Highland Avenue
Wayne, PA 19087

Dear Ms. Schell:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy*, and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Tori Robinson
528 Highland Avenue
Wayne, PA 19087

Dear Ms. Robinson:

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November 8, 2006

Ms. Kathrine Maddox
534 Highland Avenue
Wayne, PA 19087

Dear Ms. Maddox:

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November 8, 2006

Ms. Joanne Bishop
1400 Peterson Street
Chester, PA 19013

Dear Ms. Bishop:

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November 8, 2006

Ms. Roxanne Collins
2107 Tolston Street
Chester, PA 19013

Dear Ms. Collins:

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November 8, 2006

Ms. Terry Benson and Cherice Rodgers Benson
97 Griffith Street
Upland, PA 19015

Dear Ms. Benson:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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If you have any questions regarding the enclosed materials, please contact me at **(610) 490-6229**. In addition, please contact me if you are in need of transportation to attend this meeting.

Sincerely,

Bernitta Johnson
Resident Services Representative

/bj

Enclosures

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EXECUTIVE DIRECTOR AND SECRETARY
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DELAWARE COUNTY, AN EQUAL OPPORTUNITY HOUSING AUTHORITY

DELAWARE COUNTY HOUSING AUTHORITY

1855 CONSTITUTION AVENUE, P.O. BOX 100, WOODLYN, PA 19094-0100
610-876-2521 FAX # 610-490-6246 TDD # 610-876-3341

November 8, 2006

Ms. Makaishia Wilder
510 Third Streeet
Upland, PA 19015

Dear Ms. Wilder:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Tameka Henderson
4 glenway Avenue
Upland, PA 19015

Dear Ms. Henderson:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy*, and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Judy Catlett
1839 Constitution Avenue, Apt 409
Woodlyn, PA 19094

Dear Ms. Catlett:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Mr. Rodney Powell
1702 Bullens Lane
Woodlyn, PA 19094

Dear Mr. Powell:

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November 8, 2006

Ms. Monica Sample
1607 Constitution Avenue
Woodlyn, PA 19094

Dear Ms. Sample:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Teresa Potts
1816 Constitution Avenue
Woodlyn, PA 19094

Dear Ms. Potts:

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Resident Services Representative

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November 8, 2006

Ms. Dorothy Thornton
1535 Constitution Avenue
Woodlyn, PA 19050

Dear Ms. Thornton:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy*, and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Dolores Mullenix
1802 Bullens Lane
Woodlyn, PA 19094

Dear Ms. Mullenix:

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November 8, 2006

Ms. Mary Dey
301 Glenway Avenue, Apt. 109
Upland, PA 19015

Dear Ms. Dey:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Clair Daniels
301 Glenway Avenue, Apt. 106
Upland, PA 19015

Dear Ms. Daniels:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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1855 CONSTITUTION AVENUE, P.O. BOX 100, WOODLYN, PA 19094-0100
610-876-2521 FAX # 610-490-6246 TDD # 610-876-3341

November 8, 2006

Mr. John Phillips
301 Glenway Avenue, Apt 105
Upland, PA 19015

Dear Mr. Phillips:

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November 8, 2006

Ms. Doris Sands
301 Glenway Avenue, Apt. 101
Upland, PA 19015

Dear Ms. Sands:

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November 8, 2006

Mr. Alexander Daniel
1855 Constitution Avenue, Apt. 306
Woodlyn, PA 19094

Dear Mr. Daniel:

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November 8, 2006

Ms. Florence Buckley
1839 Constitution Avenue, Apt 210
Woodlyn, PA 19094

Dear Ms. Buckley:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007,* the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy,* and your *Development Lease.* These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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November 8, 2006

Ms. Gwen Meltzer
1847 Constitution Avenue, Apt. 506
Woodlyn, PA 19094

Dear Ms. Meltzer:

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November 8, 2006

Ms. Isis Guirguis
1839 Constitution Avenue, Apt. 508
Woodlyn, PA 19094

Dear Ms. Guirguis:

Enclosed are the changes to the *PHA Plan for Fiscal Year (FY) 2007*, the *Admission and Continued Occupancy Policy (ACOP), Tenant Selection and Continued Participation Policy*, and your *Development Lease*. These changes are sent annually for your review in preparation for the upcoming Resident Advisory Board (RAB) meeting.

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1839 Constitution Avenue, Apt 409
Woodlyn, PA 19094

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DELAWARE COUNTY, AN EQUAL OPPORTUNITY HOUSING AUTHORITY

DELAWARE COUNTY HOUSING AUTHORITY
RESIDENT ADVISORY BOARD MEETING
2007 PHA PLAN
NOVEMBER 14, 2006
3:00 P.M.

NAME	RESIDENT ORGANIZATION
Gwenn Moltzer	KP Secr. R.O.
Judy Cattell	Kinder Park Mid-Rise
Alexander K. Daniel	Kinder Park mid Rise
Dee Mullen	Kinder Park homes
Dorothy Thornton	Kinder Park Homes
Florence Buckley	Kinder Park Homes
Isis Gregory	Kinder Park D.C.
Judy Cattell	Kinder Park Mid-Rise
[illegible]	DCHA
[illegible]	DCHA
[illegible]	DCHA
[illegible]	DCHA

DELAWARE COUNTY HOUSING AUTHORITY
RESIDENT ADVISORY BOARD MEETING
2007 PHA PLAN
NOVEMBER 14, 2006
3:00 P.M.

NAME	RESIDENT ORGANIZATION
Maureen Donegan	
Jackie Sc-P	
John J. Farenta	
Janice M. Roberts	
Pat Newell	
Piotr Tracczyk	
John Phillips	V.P. Rusey Estates
Chris Butterland	
[illegible]	DCHA
Dorcas Bolar	
Lisa Bradley	Calcon Gardens

Copy of Notice or Publication

NOTICE OF PUBLIC HEARING

Delaware County Housing Authority will hold a Public Hearing at 10:00 a.m. on Monday, December 4, 2006 at Delaware County Housing Authority, Executive Offices, 1855 Constitution Avenue, Woodlyn, PA. This Public Hearing is held for the purpose of receiving comments from the citizens of Delaware County on the proposed 2006 Public Housing Agency Plan prepared by the Housing Authority for submission to the U.S. Department of Housing and Urban Development (HUD). A Draft copy of the Plan will be on display from October 16, 2006 to December 4, 2006. Residents of Delaware County are invited and encouraged to attend this Public Hearing.

Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }
County of Delaware, } ss.

Angela George designated agent of CENTRAL STATES PUBLISHING, INC., being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 7, 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than six months immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, County of Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following dates, viz.....

October 16 2006

..... A.D. 20.....

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

Angela George

Sworn to and subscribed before me this

16th October 2006

..... day of ..... 20 .....

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Thomas Abbott, Notary Public
Upper Darby Twp., Delaware County
My Commission Expires Aug. 23, 2009

Member, Pennsylvania Association of Notaries

DELAWARE COUNTY
HOUSING AUTHORITY

OCT 23 2006

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) — Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-03 Replacement Housing Factor Grant No:	2003

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no: 2)

☐ Performance and Evaluation Report for Period Ending: 9/30/2006 ☒ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost	
			Original	Revised	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations	$1,000.00	$0.00	$0.00	$0.00
3	1408	Management Improvements	$10,000.00	$15,994.52	$15,994.52	$15,994.52
4	1410	Administration	$103,583.00	$103,583.00	$103,583.00	$103,583.00
5	1411	Audit	$0.00	$0.00	$0.00	$0.00
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430	Fees and Costs	$5,000.00	$0.00	$0.00	$0.00
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450	Site Improvement	$5,000.00	$0.00	$0.00	$0.00
10	1460	Dwelling Structures	$231,700.00	$0.00	$0.00	$0.00
11	1465.1	Dwelling Equipment-Nonexpendable	$1,000.00	$0.00	$0.00	$0.00
12	1470	Nondwelling Structures	$5,000.00	$0.00	$0.00	$0.00
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00
15	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492	Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1	Relocation Cost	$125,000.00	$86,412.99	$86,412.99	$86,412.99
18	1499	Development Activities	$967,450.00	$1,248,742.49	$1,248,742.49	$1,248,742.49
19	1502	Contingency	$0.00	$0.00	$0.00	$0.00
20	**Amount of Annual Grant: (sum of lines 2-20)**		$1,454,733.00	$1,454,733.00	$1,454,733.00	$1,454,733.00
21	Amount of line 20 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00
22	Amount of line 20 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00
23	Amount of line 20 Related to Security -- Soft Costs		$0.00	$0.00	$0.00	$0.00
24	Amount of line 20 Related to Security -- Hard Costs		$0.00	$0.00	$0.00	$0.00
25	Amount of line 20 Related to Energy Conservation Measures		$0.00	$0.00	$0.00	$0.00

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-03 Replacement Housing Factor Grant No:	2003

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	**Operations**	1406		$1,000.00	$0.00	$0.00	$0.00	Work postponed
Total				$1,000.00	$0.00	$0.00	$0.00	
	Management Improvement							
PHA Wide	Resident Transportation	1408		$2,500.00	$0.00	$0.00	$0.00	Work postponed
PHA Wide	Computer Upgrades	1408		$5,000.00	$10,994.52	$10,994.52	$10,994.52	Work completed
PHA Wide	Staff Training	1408		$2,500.00	$5,000.00	$5,000.00	$5,000.00	Work completed
TOTAL				$10,000.00	$15,994.52	$15,994.52	$15,994.52	
	Administration							
PHA WIDE	Salaries & Benefits - CFP Manager & Secretary	1410		$103,583.00	$103,583.00	$103,583.00	$103,583.00	Work completed
TOTAL				$103,583.00	$103,583.00	$103,583.00	$103,583.00	
	Fees & Costs							
PHA Wide	Legal/Surveys - A&E Fees	1430		$5,000.00	$0.00	$0.00	$0.00	Work items moved to 2004
Total				$5,000.00	$0.00	$0.00	$0.00	
	Site Improvement							
PHA WIDE	Maintenance - concrete sidewalks/asphalt replacement and tree maintenance	1450	6,000 SYD	$5,000.00	$0.00	$0.00	$0.00	Annual Maintenance
TOTAL				$5,000.00	$0.00	$0.00	$0.00	
	Dwelling Structures							
PA 23-05	Carpet replacement (hallways and entrances)	1460	5,400 SYD	$51,700.00	$0.00	$0.00	$0.00	Work postponed
PA 23-12	Demo/Reconstruction 815/817 Forrest New construction, designed to code	1460	1,500 SFT	$180,000.00	$0.00	$0.00	$0.00	Work items moved to 2004
TOTAL				$231,700.00	$0.00	$0.00	$0.00	
	Dwelling Equipment-Nonexpendable							
PHA Wide		1465.1		$1,000.00	$0.00	$0.00	$0.00	Work postponed
Total				$1,000.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment							
PHA Wide	Voice Data Network - 1 MAGIK PBS	1475	50-75 phones	$5,000.00	$0.00	$0.00	$0.00	Work postponed
Total				$5,000.00	$0.00	$0.00	$0.00	
	Relocation Costs							
PA 23-3,8,9	Mixed Finance-Upland Terrace Homes	1495.1	123 Tenants	$125,000.00	$86,412.99	$86,412.99	$86,412.99	Work completed
TOTAL				$125,000.00	$86,412.99	$86,412.99	$86,412.99	
	Development Activities							
PA 23-3,8,9	Mixed Finance-Upland Terrace Homes	1499	128 Units	$967,450.00	$1,248,742.49	$1,248,742.49	$1,248,742.49	Work completed
Total				$967,450.00	$1,248,742.49	$1,248,742.49	$1,248,742.49	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No.: **PA26 P023501-03** Replacement Housing Factor Grant No:	**2003**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Management Improvements	09/30/05	03/31/05	03/31/05	09/30/07	03/31/05	03/31/05	
PHA-Wide Administration	09/30/05	03/31/04	03/31/04	09/30/07	03/31/04	03/31/04	
PA 23-3,8,9 Upland Terrace Homes	09/30/05	03/31/05	03/31/05	09/30/07	03/31/05	03/31/05	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) — Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-04	2004

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no: 1)

☒ Performance and Evaluation Report for Period Ending: 9/30/2005 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost	
			Original	Revised	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations	$2,000.00	$2,000.00	$2,000.00	$0.00
3	1408	Management Improvements	$10,000.00	$68,872.00	$68,872.00	$41,372.00
4	1410	Administration	$105,000.00	$156,737.00	$156,737.00	$156,737.00
5	1411	Audit	$0.00	$0.00	$0.00	$0.00
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430	Fees and Costs	$10,000.00	$490,701.00	$490,701.00	$65,991.00
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450	Site Improvement	$0.00	$20,000.00	$20,000.00	$23,005.00
10	1460	Dwelling Structures	$240,000.00	$369,101.00	$369,101.00	$169,800.00
11	1465.1	Dwelling Equipment-Nonexpendable	$2,000.00	$0.00	$0.00	$0.00
12	1470	Nondwelling Structures	$5,000.00	$0.00	$0.00	$0.00
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00
15	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492	Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1	Relocation Cost	$125,000.00	$14,862.00	$14,862.00	$14,862.00
18	1499	Development Activities	$1,133,221.00	$509,948.00	$509,948.00	$509,948.00
19	1502	Contingency	$0.00	$0.00	$0.00	$0.00
20	**Amount of Annual Grant: (sum of lines 2-20)**		$1,632,221.00	$1,632,221.00	$1,632,221.00	$981,715.00
21	Amount of line 20 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00
22	Amount of line 20 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00
23	Amount of line 20 Related to Security – Soft Costs		$0.00	$0.00	$0.00	$0.00
24	Amount of line 20 Related to Security – Hard Costs		$0.00	$0.00	$0.00	$0.00
25	Amount of line 20 Related to Energy Conservation Measures		$15,000.00	$0.00	$0.00	$0.00

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-04 Replacement Housing Factor Grant No:	2004

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	9/30/2005
PHA WIDE	**Operations**	1406		$2,000.00	$2,000.00	$2,000.00	$0.00	Work not started
Total				$2,000.00	$2,000.00	$2,000.00	$0.00	
	Management Improvement							
PHA Wide	Resident Transportation	1408		$2,500.00	$2,500.00	$2,500.00	$0.00	Work not started
PHA Wide	Computer Upgrades	1408		$5,000.00	$41,372.00	$41,372.00	$41,372.00	Work in progress
PHA Wide	Staff Training	1408		$2,500.00	$25,000.00	$25,000.00	$0.00	Work not started
TOTAL				$10,000.00	$68,872.00	$68,872.00	$41,372.00	
	Administration							
PHA WIDE	Salaries & Benefits - CFP Manager & Secretary	1410		$105,000.00	$156,737.00	$156,737.00	$156,737.00	Work completed
TOTAL				$105,000.00	$156,737.00	$156,737.00	$156,737.00	
	Fees & Costs							
PHA Wide	Legal/Surveys & A/E Fees	1430		$10,000.00	$490,701.00	$490,701.00	$65,991.00	Work in progress
Total				$10,000.00	$490,701.00	$490,701.00	$65,991.00	
	Site Improvement							
PHA WIDE	Maintenance - concrete sidewalks/asphalt replacement and tree maintenance	1450	6,000 SYD	$0.00	$20,000.00	$20,000.00	$23,005.00	Annual Maintenance
TOTAL				$0.00	$20,000.00	$20,000.00	$23,005.00	
	Dwelling Structures							
PA 23-30	Highland Homes-Monuments & Gutters	1460	Gutters 1,200 LFT	$40,000.00	$4,650.00	$4,650.00	$4,650.00	Work completed
	Greenhill Court security/lighting	1460	46 units	$0.00	$58,730.00	$58,730.00	$0.00	Work in progress/moved up from 2005
PA23-11	Greenhill Court - soffits/gutters/heat pumps	1460	46 units	$0.00	$120,221.00	$120,221.00	$0.00	Work moved up from 2005
PA 23-12	Demo/Reconstruction-306 Wallingford New construction, designed to code	1460	800 SFT	$0.00	$0.00	$0.00	$0.00	Work postponed
PA 23-12	Demo/Reconstruction-815/817 Forrest Ave New construction, designed to code	1460	1,500 SFT	$202,000.00	$185,500.00	$185,500.00	$165,150.00	Work in progress
TOTAL				$242,000.00	$369,101.00	$369,101.00	$169,800.00	
	Dwelling Equipment-Nonexpendable							
PHA Wide		1465.1		$2,000.00	$0.00	$0.00	$0.00	
Total				$2,000.00	$0.00	$0.00	$0.00	
	Nondwelling Structures							
PA23-4	Fairground Homes Community Center	1470	5,000 SFT	$0.00	$0.00	$0.00	$0.00	Work postponed
TOTAL				$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment							
PHA WIDE	Voice Data Network - 1 MAGIK PBS	1475	50-75 phones	$5,000.00	$0.00	$0.00	$0.00	Work postponed
Total				$5,000.00	$0.00	$0.00	$0.00	
	Relocation Costs							
PA 23-3,8,9	Mixed Finance-Upland Terrace Homes	1495.1	123 Tenants	$125,000.00	$14,862.00	$14,862.00	$14,862.00	Completed
Total				$125,000.00	$14,862.00	$14,862.00	$14,862.00	
	Development Activities							
PA 23-3,8,9	Mixed Finance-Gutters	1499	4,800 LFT	$0.00	$9,006.00	$9,006.00	$9,006.00	Completed
PA 23-3,8,9	Mixed Finance-Upland Terrace Homes	1499	128 units	$1,133,221.00	$500,942.00	$500,942.00	$500,942.00	Completed
Total				$1,133,221.00	$509,948.00	$509,948.00	$509,948.00	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No.: **PA26 P023501-04** Replacement Housing Factor Grant No:	**2004**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			9/30/2005 Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Management Improvements	09/30/06			09/30/08			
PHA-Wide Administration	09/30/06			09/30/08			
PHA-Wide Non Dwelling Equipment	09/30/06			09/30/08			
PA 23-3,8,9 Upland Terrace Homes	09/30/06			09/30/08			

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) — Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-05 Replacement Housing Factor Grant No:	2005

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: 1)

☒ Performance and Evaluation Report for Period Ending: 9/30/2006 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost	
			Original	Revised	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations	$5,000.00	$5,000.00	$0.00	$0.00
3	1408	Management Improvements	$140,000.00	$150,000.00	$0.00	$0.00
4	1410	Administration	$115,000.00	$135,000.00	$135,000.00	$135,000.00
5	1411	Audit	$0.00	$0.00	$0.00	$0.00
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430	Fees and Costs	$90,000.00	$130,000.00	$0.00	$0.00
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450	Site Improvement	$60,000.00	$250,000.00	$0.00	$0.00
10	1460	Dwelling Structures	$596,438.00	$396,438.00	$0.00	$0.00
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00
12	1470	Nondwelling Structures	$385,000.00	$335,000.00	$0.00	$0.00
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00
15	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492	Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1	Relocation Cost	$10,000.00	$0.00	$0.00	$0.00
18	1499	Development Activities	$0.00	$0.00	$0.00	$0.00
19	1502	Contingency	$0.00	$0.00	$0.00	$0.00
20	**Amount of Annual Grant: (sum of lines 2-20)**		$1,401,438.00	$1,401,438.00	$135,000.00	$135,000.00
21	Amount of line 20 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00
22	Amount of line 20 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00
23	Amount of line 20 Related to Security -- Soft Costs		$0.00	$0.00	$0.00	$0.00
24	Amount of line 20 Related to Security -- Hard Costs		$0.00	$0.00	$0.00	$0.00
25	Amount of line 20 Related to Energy Conservation Measures		$33,000.00	$0.00	$0.00	$0.00

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-05 Replacement Housing Factor Grant No:	2005

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PHA WIDE	**Operations**	1406		$ 5,000.00	$ 5,000.00	$ -	$ -
TOTAL				**$ 5,000.00**	**$ 5,000.00**	**$ -**	**$ -**
	Management Improvement						
PHA WIDE	Resident Transportation	1408		$ 5,000.00	$ 5,000.00	$ -	$ -
	Computer Upgrades	1408		$ 100,000.00	$ 100,000.00	$ -	$ -
	Staff Training	1408		$ 35,000.00	$ 35,000.00	$ -	$ -
TOTAL				**$ 140,000.00**	**$ 150,000.00**	**$ -**	**$ -**
	Administration						
PHA WIDE	Salaries & Benefits-CFP Mgr & Secretary	1410		$ 115,000.00	$ 135,000.00	$ 135,000.00	$ 135,000.00
TOTAL				**$ 115,000.00**	**$ 135,000.00**	**$ 135,000.00**	**$ 135,000.00**
	Fees & Costs						
PHA WIDE	Legal/A & E/Surveys	1430		$ 90,000.00	$ 130,000.00	$ -	$ -
TOTAL				**$ 90,000.00**	**$ 130,000.00**	**$ -**	**$ -**
	Site Improvement						
PHA WIDE	Maintenance - Concrete sidewalk/ asphalt replacement & tree maintenance	1450	6,000 SYD	$ 50,000.00	$ 50,000.00	$ -	$ -
PA 23-05	Kinder Park-Drainage	1450	N/A	$ 10,000.00	$ 200,000.00	$ -	$ -
TOTAL				**$ 60,000.00**	**$ 250,000.00**	**$ -**	**$ -**
	Dwelling Structures						
PA 23-3,8,9	Mixed Finance-Upland Terrace Homes-Gutters	1460	4,800 LFT	$ 50,000.00	$ -	$ -	$ -
PA 23-14	Kinder Park-Dryvit/roof/gutters	1460	156 Units	$ 161,438.00	$ 161,438.00	$ -	$ -
PA 23-11	Security/Lighting	1460	20 Lights	$ 30,000.00	$ 30,000.00	$ -	$ -
PA 23-11	Security/Entry Card Scanners	1460	10 Doors	$ 30,000.00	$ 30,000.00	$ -	$ -
PA 23-11	Soffits/gutters/storage	1460	600 LFT	$ 175,000.00	$ 175,000.00	$ -	$ -
PA 23-12	Demolition/Reconstruction-306 Wallingford Ave New construction, designed to code	1460	800 SFT	$ 150,000.00	$ -	$ -	$ -
TOTAL				**$ 596,438.00**	**$ 396,438.00**	**$ -**	**$ -**
	Non-Dwelling Structures						
PHA WIDE	Maint Garages/Buildings-demo/reconstruct	1470	6,000 SFT	$ 75,000.00	$ 285,000.00	$ -	$ -
PA 23-04	Community Center A/C	1470	1 Split System	$ 60,000.00	$ -	$ -	$ -
PA 23-04	Community Center Roof/Shed/Storage	1470	5,000 SFT	$ 100,000.00	$ -	$ -	$ -
PA 23-11	Management office construction New construction, designed to code	1470	300 SFT	$ 150,000.00	$ 50,000.00	$ -	$ -
TOTAL				**$ 385,000.00**	**$ 335,000.00**	**$ -**	**$ -**
	Relocation Costs						
PHA Wide	Mixed Finance-Upland Terrace Homes	1495.1	123 Tenants	$ 5,000.00	$ -	$ -	$ -
PA 23-11	Lincoln Park	1495.1	35 Tenants	$ 5,000.00	$ -	$ -	$ -
TOTAL				**$ 10,000.00**	**$ -**	**$ -**	**$ -**

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No.: **PA26 P023501-05** Replacement Housing Factor Grant No:	**2005**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Operations	08/17/07			08/17/09			
PHA-Wide Management Improvements	08/17/07			08/17/09			
PHA-Wide Administration	08/17/07			08/17/09			
PHA-Wide Fees & Costs	08/17/07			08/17/09			
PHA-Wide PA 23-05 Site Improvement	08/17/07			08/17/09			
PA 23-11 PA 23-12 PA 23-14 Dwelling Structures	08/17/07			08/17/09			
PHA-Wide PA 23-04 PA 23-11 Non Dwelling Structures	08/17/07			08/17/09			
PHA Wide PA 23-11	08/17/07			08/17/09			

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) — Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 R023501-05 Replacement Housing Factor Grant No:	2005

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: 1)

☒ Performance and Evaluation Report for Period Ending: 9/30/2006 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost	
			Original	Revised	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations	$0.00	$0.00	$0.00	$0.00
3	1408	Management Improvements	$0.00	$0.00	$0.00	$0.00
4	1410	Administration	$0.00	$0.00	$0.00	$0.00
5	1411	Audit	$0.00	$0.00	$0.00	$0.00
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430	Fees and Costs	$0.00	$0.00	$0.00	$0.00
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450	Site Improvement	$0.00	$0.00	$0.00	$0.00
10	1460	Dwelling Structures	$0.00	$0.00	$0.00	$0.00
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00
12	1470	Nondwelling Structures	$0.00	$0.00	$0.00	$0.00
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00
15	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492	Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1	Relocation Cost	$0.00	$0.00	$0.00	$0.00
18	1499	Development Activities	$334,283.00	$0.00	$0.00	$0.00
19	1502	Contingency	$0.00	$0.00	$0.00	$0.00
20	**Amount of Annual Grant: (sum of lines 2-20)**		$334,283.00	$0.00	$0.00	$0.00
21	Amount of line 20 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00
22	Amount of line 20 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00
23	Amount of line 20 Related to Security – Soft Costs		$0.00	$0.00	$0.00	$0.00
24	Amount of line 20 Related to Security – Hard Costs		$0.00	$0.00	$0.00	$0.00
25	Amount of line 20 Related to Energy Conservation Measures		$0.00	$0.00	$0.00	$0.00

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 R023501-05 Replacement Housing Factor Grant No:	2005

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Development Activities							
PA 23-04	Mixed Finance-Fairground Homes	1499	200 units	$ 334,283.00	$ -	$ -	$ -	**Work planned**
TOTAL				**$ 334,283.00**	**$ -**	**$ -**	**$ -**	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No.: **PA26 R023501-05** Replacement Housing Factor Grant No:	**2005**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Development Activities	08/17/07			08/17/09			

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) — Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 P023501-06 Replacement Housing Factor Grant No:	2006

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: 1)

☒ Performance and Evaluation Report for Period Ending: 9/30/2006 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost	
			Original	Revised	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations	$5,000.00	$0.00	$0.00	$0.00
3	1408	Management Improvements	$94,000.00	$0.00	$0.00	$0.00
4	1410	Administration	$120,000.00	$0.00	$0.00	$0.00
5	1411	Audit	$0.00	$0.00	$0.00	$0.00
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430	Fees and Costs	$60,000.00	$0.00	$0.00	$0.00
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450	Site Improvement	$5,000.00	$0.00	$0.00	$0.00
10	1460	Dwelling Structures	$498,506.00	$0.00	$0.00	$0.00
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00
12	1470	Nondwelling Structures	$540,872.00	$0.00	$0.00	$0.00
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00
15	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492	Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1	Relocation Cost	$5,000.00	$0.00	$0.00	$0.00
18	1499	Development Activities	$0.00	$0.00	$0.00	$0.00
19	1502	Contingency	$0.00	$0.00	$0.00	$0.00
20	**Amount of Annual Grant: (sum of lines 2-20)**		$1,328,378.00	$0.00	$0.00	$0.00
21	Amount of line 20 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00
22	Amount of line 20 Related to Section 504 Compliance		$3,485.00	$0.00	$0.00	$0.00
23	Amount of line 20 Related to Security – Soft Costs		$0.00	$0.00	$0.00	$0.00
24	Amount of line 20 Related to Security – Hard Costs		$0.00	$0.00	$0.00	$0.00
25	Amount of line 20 Related to Energy Conservation Measures		$27,425.00	$0.00	$0.00	$0.00

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. **PA26 P023501-06** Replacement Housing Factor Grant No:	**2006**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	OPERATIONS	1406		$ 5,000.00				**Work being planned**
PHA WIDE	STAFF TRAINING	1408		$ 30,000.00				**Work being planned**
PHA WIDE	COMPUTER UPGRADE	1408		$ 60,000.00				**Work being planned**
PHA WIDE	RESIDENT TRANSPORTATION	1408		$ 4,000.00				**Work being planned**
PHA WIDE	SALARIES/BENEFITS/MANAGER/SECRETAR	1410		$ 120,000.00				**Work being planned**
PHA WIDE	SURVEYS/LEGAL FEES	1430		$ 40,000.00				**Work being planned**
PHA WIDE	A/E FEES	1430		$ 20,000.00				**Work being planned**
PHA WIDE	CONCRETE/TREE REMOVAL	1450		$ 5,000.00				**Work being planned**
PA 23-7	REHABILITATION	1460	35 UNITS	$ 348,506.00				**Work being planned**
PA 23-7	RELOCATION	1495		$ 5,000.00				**Work being planned**
PA23-12	306 WALLINGFORD AVE DEMO/RECONSTRUCTION	1460	1UNIT	$ 150,000.00				**Work being planned**
PHA WIDE	MAINTENANCE GARAGES/BUILDING DEMO/RECONSTRUCTION	1470		$ 435,872.00				**Work being planned**
PA23-14	COMMUNITY CENTER ROOF RECONSTRUCTION	1470	1 BUILDING	$ 60,000.00				**Work being planned**
PA23-14	COMMUNITY CENTER WATERPROOFING	1470	1 BUILDING	$ 45,000.00				**Work being planned**

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No.: **PA26 P023501-06** Replacement Housing Factor Grant No:	**2006**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	06/30/08			06/30/10			
PA23-7	06/30/08			06/30/10			
PA23-12	06/30/08			06/30/10			
PA23-14	06/30/08			06/30/10			

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) — Part I: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 R023501-06 Replacement Housing Factor Grant No:	2006

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: 1)

☒ Performance and Evaluation Report for Period Ending: 9/30/2006 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost	
			Original	Revised	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations	$0.00	$0.00	$0.00	$0.00
3	1408	Management Improvements	$0.00	$0.00	$0.00	$0.00
4	1410	Administration	$0.00	$0.00	$0.00	$0.00
5	1411	Audit	$0.00	$0.00	$0.00	$0.00
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430	Fees and Costs	$0.00	$0.00	$0.00	$0.00
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450	Site Improvement	$0.00	$0.00	$0.00	$0.00
10	1460	Dwelling Structures	$0.00	$0.00	$0.00	$0.00
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00
12	1470	Nondwelling Structures	$0.00	$0.00	$0.00	$0.00
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00
15	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492	Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1	Relocation Cost	$0.00	$0.00	$0.00	$0.00
18	1499	Development Activities	$297,307.00	$0.00	$0.00	$0.00
19	1502	Contingency	$0.00	$0.00	$0.00	$0.00
20	**Amount of Annual Grant: (sum of lines 2-20)**		$297,307.00	$0.00	$0.00	$0.00
21	Amount of line 20 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00
22	Amount of line 20 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00
23	Amount of line 20 Related to Security – Soft Costs		$0.00	$0.00	$0.00	$0.00
24	Amount of line 20 Related to Security – Hard Costs		$0.00	$0.00	$0.00	$0.00
25	Amount of line 20 Related to Energy Conservation Measures		$0.00	$0.00	$0.00	$0.00

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No. PA26 R023501-06 Replacement Housing Factor Grant No:	2006

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Development Activities							
PA 23-04	Mixed Finance-Fairground Homes	1499	200 units	$ 297,307.00	$ -	$ -	$ -	**Work planned**
TOTAL				**$ 297,307.00**	**$ -**	**$ -**	**$ -**	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Delaware County Housing Authority	Capital Fund Program Grant No.: **PA26 R023501-06** Replacement Housing Factor Grant No:	**2006**

Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Development Activities	12/31/10			12/31/12			

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, *F. Raymond Shay* the *Mayor* certify that the Five Year and Annual PHA Plan of the *Delaware County Housing Authority* is consistent with the Consolidated Plan of *Upper Darby* prepared pursuant to 24 CFR Part 91.

F. Raymond Shay 11/29/06

Signed / Dated by Appropriate State or Local Official

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, *John Pickett* the *Dir. Planning & Community Development* certify that the Five Year and Annual PHA Plan of the *Delaware County Housing Authority* is consistent with the Consolidated Plan of *Delaware County* prepared pursuant to 24 CFR Part 91.

DELAWARE COUNTY
HOUSING AUTHORITY
DEC 01 2006

Signed / Dated by Appropriate State or Local Official

NOV 30 2006

2007
PHA Plan

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

DELAWARE COUNTY HOUSING AUTHORITY
NOV 21 2006

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, *Michael F. English* the *Township Manager* certify that the Five Year and Annual PHA Plan of the *Delaware County Housing Authority* is consistent with the Consolidated Plan of *Haverford* prepared pursuant to 24 CFR Part 91.

11-20-06

Signed / Dated by Appropriate State or Local Official

DELWARE COUNTY HOUSING AUTHORITY

RESIDENT SATISFACTION SURVEY

FOLLOW UP PLAN FOR 2007-11

While our goal is to strive for perfection, according to our residents' responses to HUD's Satisfaction Survey, we have fallen short in the areas of *Communication* and in the *Housing Development Appearance* efforts to improve in these areas will include the following:

Communication: DCHA's policy regarding Maintenance communication with residents will be strengthened with the creation of a new doorhanger that will inform the resident of any work done on their unit in their absence. Additionally, the residents will receive sufficient written notification regarding any fees that may result from tenant caused damage.

We will continue to publish the *'The Community News'* newsletter quarterly—our voice to the communities. The newsletter is designed to be a communication tool to help keep the residents updated with HUD and DCHA's practices and policies and to keep them informed on what is happening in and around their communities. In addition, we will periodically insert our "News You Can Use" informative flyer in their monthly rent statements.

Our Project Managers, will be working closely with our Resident Organizations along with our Resident Services Representative to help increase resident meeting participation by creating pertinent agendas that will include information received directly from their meetings with the Executive Director. We will also encourage our residents to contribute their ideas and information to the newsletter and to inform them that good communication requires their involvement.

Housing Development Appearance: During business hours, Monday – Friday, our Property Managers will insure our Maintenance Department, along with our County's Community Services workers and DCHA's Community Service workers, clean and maintain the grounds of our developments Accordingly, in order to maintain the desired appearance of our developments, our Property Managers and our Inspection Department will continue to issue Citations to residents with excessive litter and for trash disposed in an improper manner. We are working closely with the development's Resident Organization Officers to establish block captains to encourage the resident participation in keeping their areas clean after DCHA work hours. They also will help in identifying DCHA's problem tenants – in regards to litter - so that our Property Managers may deal with them accordingly. Our emphasis will be to encourage our residents to take ownership in the appearance of their communities by starting with their individual units.

COOPERATIVE AGREEMENT
BETWEEN THE Delaware County ***HOUSING AUTHORITY***
AND
THE PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE
Delaware **COUNTY ASSISTANCE OFFICE**

This Cooperative Agreement, hereinafter referred to as "CA', is made and entered into between the Delaware County PHA(Public Housing Authority and/or its authorized Agent), hereinafter referred to as "the PHA", and the Pennsylvania Department of Public Welfare, Del County Assistance Office, hereinafter referred to as " the _CAO".

WHEREAS, the PHA and the _CAO recognize that the parties serve a mutual client population, hereinafter referred to as client, receiving public assistance and living in public housing or receiving assistance from the Housing Choice Voucher Program (formerly known as Section 8); and

WHEREAS, the PHA and the _CAO recognize that these families have the potential to succeed and become economically self-sufficient where adequate supportive services are provided;

WHEREAS, the PHA and the _CAO recognize that coordinated administrative practices support self-sufficiency and it is in the best interest of all parties concerned to coordinate efforts aimed at jointly assisting these clients in becoming self-sufficient so that services and efforts are not duplicated and so that the strengths of both organizations can be used to benefit all families; and

WHEREAS, the _CAO and the PHA recognize the need for a streamlined and cooperative process to collect, verify and provide information as necessary to either organization to ensure efficient delivery of service, and to deter participant fraud and program noncompliance.

Therefore, the parties agree to the following:

PURPOSE OF CA:

The purpose of the CA is to carry out, on a local level, Sec. 512 (d)(7) of the Public Housing Reform Act of 1998 (PHRA) implemented at 24 CFR 5.613. That section states, in relevant part, the following:

"A public housing agency....shall make its best efforts to enter into such cooperation agreements, with State, local and other agencies providing ...welfare or public assistance..., as may be necessary to provide...information to facilitate administration (of their program requirements and other information regarding rents, income, and assistance that may assist a public housing agency or welfare or public assistance agency in carrying out it's functions"

THE PHA AND THE _CAO AGREE TO THE FOLLOWING GOALS:

(1) Targeting services and resources to clients to assist them in achieving economic self sufficiency;
(2) Coordinating and streamlining the administrative function to ensure the efficient delivery of services to clients; and
(3) Reducing and discouraging fraud and noncompliance with welfare and housing program requirements.

BOTH AGENCIES AGREE TO:

1. Share information, with client's consent, that is necessary to achieve an effective plan for self-sufficiency and to provide ongoing status information that will assist both agencies in achieving the three goals described above.

2. Assign a staff liaison(s) to facilitate information requests and to coordinate meetings, training sessions and other joint activities.

3. Meet regularly and designate, upon signing of this agreement, a regularly scheduled date and time.

4. Review this CA on an annual basis and make amendments as necessary.

5. Mutually agree on media releases to achieve recruitment and to keep the community informed of the commitment of the parties to work collaboratively to help ensure clients' successes.

THE _CAO AGREES TO:

1. Provide Public Assistance benefits in a timely and accurate manner to all eligible clients who reside in _County.

2. Provide special allowances for work related expenses such as childcare, transportation etc. to eligible recipients who are participating in an _CAO approved work and/or training plan.

3. Provide information and instruction to the PHA's staff and designees regarding special allowances and how clients can access these allowances.

4. Provide training to designated PHA staff and designees on all programs administered by the _CAO.

5. Provide guidance to the PHA's staff and designees to ensure compliance with its Road to Economic Self-Sufficiency through Employment and Training (RESET) initiative.

6. Prepare a mutually agreed upon consent form that will be initiated by the PHA's staff and/or authorized agent in order to share information that is necessary to achieve an effective plan for self-sufficiency and to provide ongoing status information.

7. Assign a staff liaison(s) to facilitate information requests, coordinate meetings and training sessions, and to make site visits as needed to consult with designated PHA staff at each designated PHA site.

THE PHA AGREES TO:

1. Coordinate all relevant employment and self-sufficiency programs with the _CAO with an emphasis on workforce development initiatives including, but not limited to HOPE VI Community and Supportive Services, Family Self-Sufficiency, Welfare to Work and Resident Opportunities & Self-Sufficiency.

2. Orient and train designated _CAO staff on the PHA's policies and program requirements involving public assistance clients, with a special emphasis on the programs discussed above, also including One-Strike Initiatives, QHWRA/PHRA, Moving to Work, HOPE VI and agency and provider case management systems and processes.

3. Assign designated staff liaison (s) to facilitate information requests, coordinate meetings, site visits and training sessions.

4. Notify _CAO of any relevant organizational or procedural changes.

5. Share and coordinate with the client's written consent, service planning agreements or other documents associated with the client's goals toward self-sufficiency.

WHEREAS, both parties herein fully understand and agree to the roles and responsibilities outlined in this agreement.

Delaware County
PHA

Executive Director

9-7-04
Date

Delaware County
_CAO

Executive Director

September 1, 2004
Date

DELAWARE COUNTY HOUSING AUTHORITY
DECONCENTRATION POLICY ANALYSIS

SEPTEMBER 2006

Average PHA Income:	$15,748.22	
Established Income Range:	$13,385.99	85%
	$18,110.45	115%

Development	Status	Average Income
23-4	OK	$14,052.00
23-5	EXEMPT	EXEMPT
23-6	ABOVE	$19,727.00
23-7	OK	$12,058.00
23-11	BELOW	$13,304.00
23-12	BELOW	$26,905.00
23-14	OK	$17,968.00
23-28	ABOVE	$22,534.00
23-30	OK	$12,479.00
23-31	ABOVE	$18,162.00
23-32	OK	$14,970.00
		$17,684.00

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)]*
23-6 Calcon Hook Annex	36	The income characteristics of this development result from the right of original residents to return to the development after revitalization.	
23-11 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.
23-12 South Media	5		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.	
23-30 Highland Homes	50	The covered development is a mixed finance development.	
23-31 Calcon Gardens	50	The covered development is a mixed finance development.	

Tamera . Bowers
404-270-2107

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PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur	Capital Fund Program Grant No: A0601150105	2005
	Replacement Housing Factor Grant No:	ON 2

☐Original Annual Statement Reserve for Disasters/Emergencies Revi☐ Annual Statement (revision no:) :
☐Performance and Evaluation Report for Period Ending: 06/30/06 Final Performance and Evaluation Report

Line No:	Summary By Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Total non-CFP Funds	0.00	0.00	0.00	0.00
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	75,000.00	75,000.00	0.00	0.00
4	1410 Administration	52,213.00	52,213.00	43,184.89	39,902.92
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liuidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	35,921.00	35,921.00	13,000.00	0.00
8	1440 Site Acuisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	71,500.00	35,431.94	7,750.00	7,750.00
10	1460 Dwelling Structures	109,079.00	74,147.06	12,415.00	11,365.00
11	1465.1 Dwelling Euipment - Non-expendable	4,200.00	4,200.00	0.00	0.00
12	1470 Non-dwelling Structures	4,500.00	73,500.00	0.00	0.00
13	1475 Non-dwelling Euipment	1,500.00	3,500.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activites	0.00	0.00	0.00	0.00
19	1501 Collateraliation	168,221.00	168,221.00	0.00	0.00
	Ao o Aal ra: s o lies 1-1	522,134.00	522,134.00	76,349.89	59,017.92
			Corrected 01/10/07		

9	1450	Site Improvement	376,685.00
10	1460	Dwelling Structures	555,000.00
11	1465.1	Dwelling Equipment-Nonexpendable	
12	1470	Nondwelling Structures	
13	1475	Nondwelling Equipment	
14	1485	Demolition	
15	1490	Replacement Reserve	
16	1492	Moving to Work Demonstration	
17	1495.1	Relocation Costs	300,000.00
19	1502	Contingency	
20		Amount of Annual Grant (Sum of lines 2-19)	1,625,685.00
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	65,000.00
24	Amount of line 20 Related to Energy Conservation Measures	15,000.00

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	5,000.00
PHA Wide	Staff Training	1408	35,000.00
PHA Wide	Computer Upgrade	1408	60,000.00
PHA Wide	Resident Transportation	1408	4,000.00
PHA Wide	Salaries/Benefits/Manager/Secretary	1410	125,000.00
PHA Wide	Surveys, Legal Fees	1430	40,000.00
PHA Wide	A/E Fees	1430	100,000.00
PA 23-14	Kinder Park St. Resurfacing	1470	250,000.00
PHA Wide	Concrete-Tree removal	1470	5,000.00
PA 23-14	Kinder Park Total Rehab	1460	326,685.00
PHA Wide	Asset Management Improvements	1408	10,000.00
PHA Wide	Smoke Detector Upgrade	1460	50,000.00

PHA WIDE	**Maintenance Garages/Buildings**	**1470**	**235,000.00**
PHA Wide	**Energy Audit**	**1408**	**15,000.00**
PHA Wide	**Office Security Improvements**	**1470**	**65,000.00**
PA 23-04	**Relocation Costs Fairgrounds**	**1495**	**250,000.00**
PA 23-14	**Relocation Costs Kinder Park**	**1495**	**50,000.00**

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	**9-30-08**	**9-30-10**
PA 23-14 Kinder Park	**9-30-08**	**9-30-10**
PA 23-04 Fairgrounds	**9-30-08**	**9-30-10**

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	128,750.00	2008
Computer upgrade	60,000.00	2008
Staff training	30,000.00	2008
Transportation – Resident	4,500.00	2008
A & E fees	20,000.00	2008
Concrete-Tree Removal	5,000.00	2008
Operations	5,000.00	2008
Surveys/Legal	40,000.00	2008
Asset Management Improvements	10,000.00	2008
Total estimated cost over next 5 years	**$303,250.00**	**2008**

Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-04	**Fairgrounds**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**

Total Rehabilitation or demolition and reconstruction	424,964.00	2008
Relocation	46,000.00	2008
Total estimated cost over next 5 years	**470,964.00**	**2008**

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 and paint	800,000.00	2008
Relocation	51,471.00	2008
Total estimated cost over next 5 years	**851,471.00**	**2008**

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, Lump Sum	133,000.00	2009
	50,000.00	2009

Computer Upgrade	15,000.00	2009
Staff Training	4,500.00	2009
Transportation – Resident	20,000.00	2009
A & E fees	5,000.00	2009
Operations	5,000.00	2009
Concrete-Tree Removal	40,000.00	2009
Surveys/Legal	5,000.00	2009
Asset Management Improvements		
Total estimated cost over next 5 years	**$277,500.00**	**2009**

Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-04	**Fairgrounds**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Total Rehabilitation or demolition and reconstruction	902,221.00	2009
Relocation Costs	6,000.00	2009
Total estimated cost over next 5 years	**908,221.00**	**2009**

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 or demolition and reconstruction	234,964.00	2009
Relocation Costs	5,000.00	2009
Total estimated cost over next 5 years	**$239,964.00**	

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)**
Total rehabilitation	200,000.00	2009

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	135,000.00	2010
Computer Upgrade	50,000.00	2010
Staff Training	18,000.00	2010
Transportation	5,000.00	2010
Operations	6,000.00	2010
A & E fees	20,000.00	2010
Concrete-Tree Removal	7,000.00	2010
Surveys/Legal	40,000.00	2010
Asset Management Improvements	2,000.00	2010
Total estimated cost over next 5 years	**$283,000.00**	

Optional 5 Year Action Plan Tables

Development Number	Development Name (or indicate PHA Wide	Number Vacant Units	% Vacancies in Development
PA 23-04	**Fairground Homes**		

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Fairground Demolition/Reconstruction	100,000.00	2010
Relocation	5,000.00	2010
Total estimated cost over next 5 years	**105,000.00**	**2010**

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 Rehabilitation	589,964.00	2010
Relocation Costs	5,000.00	2010
Total estimated cost over next 5 years	**594,964.00**	**2010**

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 New Senior Building	100,000.00	2010
Total estimated cost over next 5 years	**100,000.00**	

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 New Senior Building	542,721.00	2010
Total estimated cost over next 5 years	**542,721.00**	**2010**

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	140,000.00	2011
Computer Upgrade	50,000.00	2011
Staff Training	30,000.00	2011
Transportation	5,000.00	2011
Operations	7,000.00	2011
A & E fees	40,000.00	2011
Concrete-Tree Removal	10,000.00	2011
Surveys/Legal	45,000.00	2011
Asset Management Improvements	1,000.00	2011
Total estimated cost over next 5 years	**$328,000.00**	**2011**

Optional 5 Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA Wide**	**Number Vacant Units**	**% Vacancies in Development**
PA 23-04	**Fairground Homes**		

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Fairground Demolition/Reconstruction	75,000.00	2011
Total estimated cost over next 5 years	**75,000.00**	**2011**

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 Rehabilitation	927,685.00	2011
Relocation Costs	20,000.00	2011
Total estimated cost over next 5 years	**947,685.00**	**2011**

Optional 5 Year Action Plan Tables			
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)**
Greenhill Court Rehabilitation Relocation Costs	175,000.00	2011
Total estimated cost over next 5 years	**175,000.00**	

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 New Senior Building	100,000.00	2011
Total estimated cost over next 5 years	**100,000.00**	

2007 PHA PLAN ATTACHMENT NUMBER PA023Q01
CERTIFICATION FOR
DELAWARE COUNTY HOUSING AUTHORITY
VOLUNTARY CONVERSION INITIAL ASSESSMENT

Delaware County Housing Authority has reviewed the following developments operation as Public Housing

Project	City	Project Number
Calcon Gardens	Darby	23-31
Calcon Hook Annex	Darby	23-6
Lincoln Park	Darby	23-7
Greenhill Court Apts.	Sharon Hill	23-11
Kinder Park Homes	Woodlyn	23-14
Kinder Park Mid-Rise	Woodlyn	23-5
Darby Homes	Darby	23-28
Highland Homes	Wayne	23-30
Parkview Homes and Parkview Apartments	Upland	23-32

Delaware County Housing Authority has concluded that conversion of these developments may be inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion at this time.

DELAWARE COUNTY HOUSING AUTHORITY

Lawrence E. Hartley

LAWRENCE E. HARTLEY, P.H.M.
EXECUTIVE DIRECTOR

January 2, 2007

Attachment pa023ro1

PROGRESS REPORT ON MISSION AND GOALS

Mission

Innovative Housing Made Affordable. A Commitment to Excellence.

DCHA continues to offer a diversity of affordable housing choices to the citizens of Delaware County in a variety of tenant and property based programs.

Goal: Expand the supply of assisted housing.

DCHA will continue to seek opportunities to expand the supply of affordable housing through both subsidized and unsubsidized housing responding to HUD NOFA's and seeking other opportunities.

Goal: Improve the Quality of Assisted Housing

The quality of assisted housing has been improved in the following ways:

1. DCHA 2005 PHAS Advisory Score 77%
2. DCHA SEMAP Advisory Score 76%
3. Maintenance and Repair Score 91.25%
4. Communication Score 72.2%
5. Safety Score 78.1%
6. Services Score 91.71%
7. Housing Development Appearance Score 69.25%

Goal: Increase Assisted Housing Choices

Assisted housing choices are increasing through the following efforts.

1. DCHA continues to promote homeownership through its FSS and Homeownership Programs and its counseling unit DCHCC. The Housing Choice Voucher Homeownership program was implemented beginning July 12, 2004.

2. A site based waiting list for Calcon Gardens, Highland Homes, The Mills at Parkview, Parkview Homes and Parkview Apartments was implemented. DCHA plans to implement site based waiting lists for all DCHA's developments.

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 its communities.

3. DCHA provides services to senior citizens and disabled families to prevent premature institutionalization utilizing operating funds and have applied for 2006 ROSS funds.

4. DCHA has applied for the 2006 Neighborhood Network Grant.

Goal: Promote Self-Sufficiency and asset development of families.

1. 50% of DCHA families receive some income from employment.

2. DCHA applied for 2006 ROSS grant to provide supportive services for the elderly and disabled.

3. DCHA applied for the 2006 Neighborhood Network Grant to develop literacy and job search opportunities for residents.

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 and have provided training for DCHA staff.

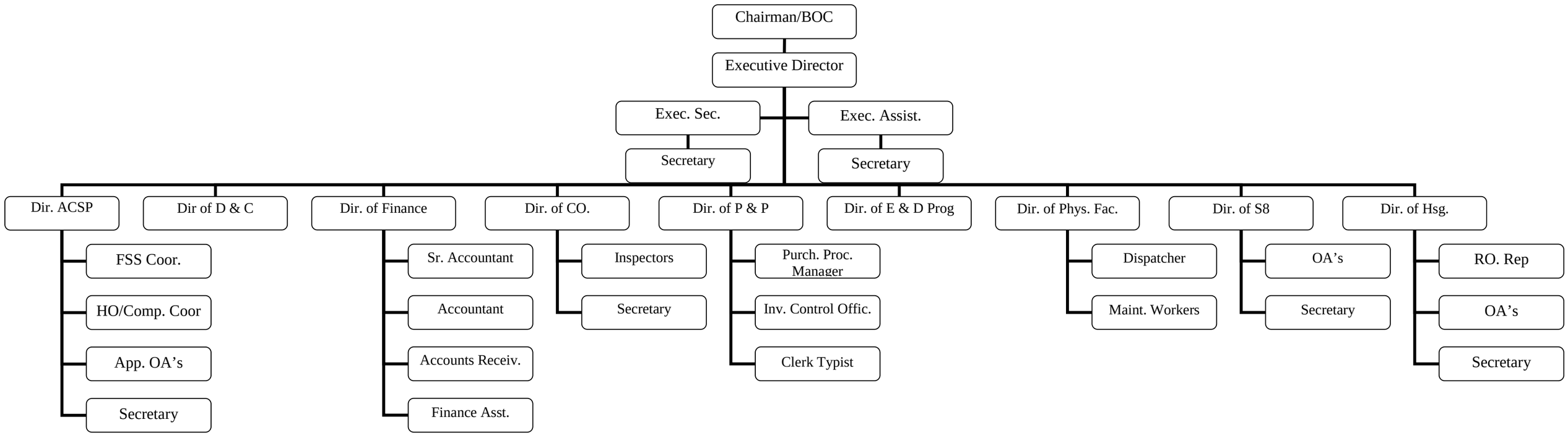
2. DCHA has adopted and complied with all Fair Housing requirements.

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

DRAFT
DELAWARE COUNTY HOUSING AUTHORITY
ORGANIZATIONAL CHART
FISCAL YEAR MARCH 31, 2006



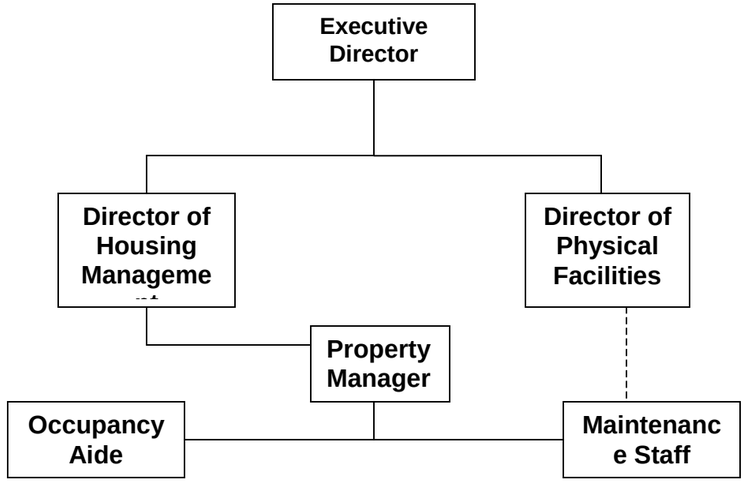
List of Abbreviations

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 Aide

RO Rep – Resident Organization Representative

Property Based Management Setup for Housing Programs.



DELAWARE COUNTY HOUSING AUTHORITY
SECTION 8 & PUBLIC HOUSING
ACTION PLAN
FAMILY SELF-SUFFICIENCY PROGRAM

STATEMENT OF PURPOSE: It is the intention of Delaware County Housing Authority to administer the Family Self-Sufficiency Program in accordance with guidelines mandated by the Department of Housing and Urban Development, to Section 8 and Public Housing tenants in order to promote economic independence through offering the educational, training and skill resources that will enable the family to accomplish goals to move them toward self-sufficiency.

THIS ACTION PLAN WAS DEVELOPED IN CONSULTATION WITH THE CHIEF EXECUTIVE OFFICER OF THE GENERAL LOCAL GOVERNMENT AND REPRESENTATIVES FROM AGENCIES, BUSINESSES AND SOCIAL ORGANIZATIONS.

1. DESCRIPTION OF NUMBER, SIZE, CHARACTERISTICS, AND OTHER DEMOGRAPHICS (INCLUDING RACIAL AND ETHNIC DATA) AND SUPPORTIVE SERVICE NEEDS OF FAMILIES EXPECTED TO PARTICIPATE IN THE FAMILY SELF-SUFFICIENCY PROGRAM. (SEE EXHIBIT "A")

   The Delaware County Housing Authority will serve all persons eligible for Section 8 and Public Housing assistance in accordance with Section 8 and Public Housing Program guidelines under its Family Self-Sufficiency Program.

   Activities and supportive service needs of families participating in the Family Self-Sufficiency Program administered by the Delaware County Housing Authority will include, but are not restricted to the following:

   A. Evaluation and assessment of educational/vocational interests and inclinations
   B. Child Care
   C. Career Counseling
   D. Job Training
   E. Remedial Education
   F. Training in: financial management, parenting skills, home management and work ethic skills
   G. Home Ownership/ Investments Counseling
   H. Substance/Alcohol abuse Counseling
   I. Mental Health Counseling
   J. Literacy training
   K. Credit counseling

PROJECTED FAMILY SELF-SUFFICIENCY PROGRAM PARTICIPATING FAMILY NEEDS:

I. Services to foster economic self-sufficiency and growth,
e.g. job training, education, career counseling and education

II. Family stabilization services
e.g. training in parenting, homemaking, financial management, counseling for resolution of emotional, mental health, and dependency problems

III. Auxiliary Services
e.g. child care, transportation

2. DESCRIPTION OF NUMBER OF ELIGIBLE, PARTICIPATING FAMILIES THAT CAN REASONABLY BE EXPECTED TO RECEIVE SUPPORTIVE SERVICES UNDER THE FAMILY SELF-SUFFICIENCY PROGRAM BASED ON AVAILABLE AND ANTICIPATED FEDERAL, STATE, LOCAL AND PRIVATE RESOURCES:

The Delaware County Housing Authority will expect to serve as many persons as possible, within constraints of allocations from HUD, Workforce Investment Board, and other local service providers, under the Family Self-Sufficiency Program.

Effective March 31, 2006 Delaware County Housing Authority achieved Seventy nine mandated slots (Original mandate 131), for Section 8 and 37 (Original mandate 45) slots for Public Housing, families under the Family Self-Sufficiency Program with supportive services as described in this Action Plan. However, as a result of prioritizing FSS families in our upcoming Housing Choice Voucher Home ownership program [24 CFR982.627], we've received increased interest in the FSS program. Therefore, we will exceed our original mandated Section 8 FSS slots and our Public Housing slots.

3. DESCRIPTION OF ACTIVITIES AND SUPPORTIVE SERVICES TO BE PROVIDED BY PUBLIC AND PRIVATE RESOURCES AND PRIVATE RESOURCES TO FAMILY SELF-SUFFICIENCY PARTICIPATING FAMILIES:

A. Evaluations and assessments of skills and related abilities and interests necessary to attain employment. The Delaware County Housing Authority plans to have an intensive vocational evaluation of the skill, interests and abilities of Family Self-Sufficiency participants wherever needed to provide guidance as to needed services, so that vocational goals can be reached. At this time it is the plan of the Delaware County Housing Authority to have the necessary assessment(s) completed by the Workforce Center, New Choices/New Options, Delaware County Literacy Council and/or the appropriate agency.

B. Job Training. The Delaware County Housing Authority plans to use various community resources, depending upon specific client needs and financial resources available, to help Family Self-Sufficiency participating families gain job skills including, but not limited to, the County Community College, the Delaware County Office of Employment and Training and Goodwill Industries Inc.

C. Parenting Skills. The Delaware County Housing Authority is planning to be able to help Family Self-Sufficiency participating families who need counseling in parenting and other life skills through the following organization located in Delaware County known to administer programs focusing on enhancing parenting and/or life skills including, but not limited to Goodwill Industries, Inc., Penn State Cooperative Extension Services.

D. Counseling concerning rental and all home ownership opportunities. Also, individual and/or group counseling on investments will be offered to Family Self-Sufficiency participating families.

E. Child Day Care Services for Family Self-Sufficiency Program participants will be coordinated with, but not limited to the Delaware County Child Care Information Systems (CCIS) and the Department of Public Welfare.

F. Persons with problems of substance and/or alcohol abuse will be directed toward professional counseling available in Delaware County including, but not limited to Occupational/Behavioral Health Programs.

G. Persons needing support with problems of mental health or mental health crisis intervention will be directed toward professional counseling at one of the numerous counseling centers available in Delaware County including, but not limited to, Occupational/Behavioral Health Programs.

H. Persons needing support with literacy problems will be supported by services offered by, but not limited to, The Literacy Council of Delaware County. (See Exhibit “B”).

4. DESCRIPTION OF HOW THE DELAWARE COUNTY HOUSING AUTHORITY WILL IDENTIFY NEEDS OF FAMILY SELF-SUFFICIENCY PARTICIPATING FAMILIES AND DELIVER SERVICES ACCORDING TO THE NEEDS OF THE FAMILIES:

A. Questionnaires: As part of the identification of needs tasks under the Family Self-

Sufficiency Program the Delaware County Housing Authority will utilize questionnaires completed by the heads of households identifying family/personal needs. (See Exhibit "C").

B Interviewing: The Delaware County Housing Authority will conduct personal interviews with each Family Self-Sufficiency head of households where needs may be identified enabling referrals to the appropriate service providers.

C. Vocational evaluation: The Delaware County Housing Authority will refer the client to the Workforce Centers, New Choices/New Options, or other designated agency.

D. Life skills classes may be offered by the Delaware County Housing Authority to groups of Family Self-Sufficiency participating families which may include, but will not be limited to, classes in parenting skills, crisis intervention, personal counseling, life training skills, and self esteem.

5. **DESCRIPTION OF PUBLIC AND PRIVATE RESOURCES THAT ARE EXPECTED TO BE MADE AVAILABLE TO PROVIDE ACTIVITIES AND SERVICES UNDER THE FAMILY SELF-SUFFICIENCY PROGRAM :**

A. Public and Private resources that are expected to be made available to provide activities and services under the Family Self-Sufficiency Program include, but are not limited to :

1. WORKFORCE INVESTMENT BOARD -
(See Exhibit "D" attached).

2. WIC - supplemental food and education program for Women, Infants and Children.
(See Exhibit "E" attached).

3. Delaware County Community College - free programs for single and displaced homemakers.
(See Exhibit "F").

6. TIME FOR THE IMPLEMENTATION OF THE FAMILY SELF-SUFFICIENCY PROGRAM :

The Delaware County Housing Authority continue s to exceed our reduced mandated Family Self-Sufficiency slots under contract.

DCHA employs a Family Self-Sufficiency Coordinator, who under the direct supervision of the Admissions, Compliance and Special Programs Director, will administer the Family Self-Sufficiency Program.
(See Appendix 1 for the Job Description).

7. DESIGNATION OF THE NUMBER OF UNITS FOR THE FAMILY SELF SUFFICIENCY PROGRAM BY BEDROOM SIZE:

The Delaware County Housing Authority will administer the Family Self Sufficiency Program for all families eligible for Vouchers in accordance with Delaware County Housing Authority approved occupancy standards and will offer Family Self Sufficiency Program participation to persons receiving Section 8 and Public Housing Rental Assistance.

* 100% of all Family Self Sufficiency Program participants will be taken from the pool of Delaware County Housing Authority Section 8 and Public Housing program participants.

In the case of single persons living alone in efficiency sized units who are elderly and/or disabled, it is understood that it might be difficult to attain an equal percent of Family Self Sufficiency Program participants from this group.

Family Self Sufficiency Program participants will receive rental assistance under the Section 8 Voucher and Public Housing Rental Assistance Programs.

8. SELECTION OF FAMILY SELF SUFFICIENCY PROGRAM PARTICIPANTS:

The Delaware County Housing Authority will select Family Self Sufficiency Program participants from current Section 8 Program Rental Voucher program participants and from current, Delaware County Housing Authority Public Housing residents.

Delaware County Housing Authority is willing to sign a Family Self-Sufficiency (FSS) Contract with any Section 8 or Public Housing client who commits to the goals and requirements of the program.

MOTIVATION AS A SELECTION FACTOR : The Delaware County Housing Authority will screen families for interest and motivation to participate in the Family Self Sufficiency Program, which will include completion and return of the Pre-Enrollment form and attendance at a Family Self-Sufficiency interview. The Pre-Enrollment form information will only be used to screen for motivation.

9. FAMILY SELF-SUFFICIENCY SECTION 8 & PUBLIC HOUSING

This Action Plan is for administration of the Family Self-Sufficiency Program for the Section 8 and Public Housing Programs administered by The Delaware County Housing Authority.

10. NOTIFICATION AND OUTREACH EFFORTS

A. Questionnaires, designed to measure interest, will be mailed to all Section 8 and Public Housing participants with a two week limited response time.

B. For Family Self Sufficiency Program participants selected from current Section 8 and Public Housing Program participants by seniority based, on the length of time the current family has been participating in the Delaware County Housing Authority's Section 8 and Public Housing Authority plans to contact current program participants (by seniority) by letter - (See Exhibit "G" attached).

For contact of current Section 8 and Public Housing Program participants for Family-Self Sufficiency Program participation, the Delaware County Housing Authority will use an FSS brochure and/or Flyer describing the Family Self-Sufficiency Program as attached. (See Exhibit "H")

C. The Delaware County Housing Authority will market the Family Self-Sufficiency Program through the Section 8 Voucher Briefing packets, yearly Section 8/Public Housing Re-certifications and incoming portability clients. During the Voucher Briefing each client will receive a Briefing packet. Enclosed in this packet is a brief statement regarding the FSS Program, along with the FSS Pre-Enrollment form. During the annual Re-exam, each client will receive a brief statement regarding the FSS Program and the FSS Pre-Enrollment form.

11. CONSEQUENCES FOR FAMILIES WHO DO NOT COMPLY WITH THE FAMILY SELF SUFFICIENCY CONTRACT:

The Delaware County Housing Authority will terminate families from the Family Self Sufficiency (FSS) Program, who do not comply with their FSS Contract, only after being completely assured that there is no reasonable chance for the participating family to continue to gain increased self sufficiency within the structure of the Family Self Sufficiency Program guidelines. Delaware County Housing Authority will withhold services, terminate the FSS Contract and the family will forfeit its escrow. All Family Self Sufficiency Program participants terminated for noncompliance with Family Self

Sufficiency contracts will be afforded a hearing before termination conducted in accordance with Hearing procedures mandated under the Section 8 and Public Housing Programs and described in the Delaware County Housing Authority HUD approved Administration Plan for Section 8 and in Delaware County Housing Authority Grievance Procedures for Public Housing.

The Delaware County Housing Authority will comply with Family Self Sufficiency Program Regulations, Contracts and guidelines when recovering escrow accounts and terminating supportive services when Family Self Sufficiency Program clients fail to meet obligations of their Family Self Sufficiency Contracts.

Family Self Sufficiency families will be contacted periodically by the Delaware County Housing Authority FSS Coordinator to evaluate their progress in attaining goals defined in their Family Self Sufficiency Contracts. Families consistently failing to meet goals and abide by contract covenants will be given more intensive counseling and guidance. These measures will be documented in the files of the Family Self Sufficiency participant. Revisions to the Family Self Sufficiency Contracts defining more realistic goals will be made. Compliance with revised contracts will be monitored by Delaware County Housing Authority Coordinator.

12. INCENTIVES FOR FAMILY PARTICIPATION

The Delaware County Housing Authority will provide the following incentives to stimulate Family Self Sufficiency Program participation:

A. Establishment of Escrow Accounts and policies for drawdowns of these funds placed in escrow on behalf of Family Self Sufficiency Program participants in accordance with HUD regulations.

B. Case management and social services.

C. Financial support for activities which foster family self sufficiency when funding is available (i.e. ROSS or other available HUD grants).

D. Families meeting certain Interim Goals of their Family Self Sufficiency Program Contract of Participation will be permitted to receive a portion of their escrow account, restricted towards educational goals, if funds are needed to complete the contract.

13. DELAWARE COUNTY HOUSING AUTHORITY CERTIFICATIONS:

A. I certify that development of services and activities under the Family Self Sufficiency Program have been coordinated with the Workforce Investment Board under Part F of Title IV of the Social Security Act, the program under the Job Training Partnership Act and that implementation will continue to be coordinated in order to avoid duplication of services and activities.

B. I certify that the family declining Family Self Sufficiency Program participation will retain its right to Section 8 and/or Public Housing assistance.

Lawrence E. Hartley _____ Date
Executive Director
Delaware County Housing Authority

THE FOLLOWING PEOPLE HAVE AGREED TO SIT ON THE FAMILY SELF SUFFICIENCY ADVISORY BOARD

Brenda Williams (610) 696-3500
Workforce Development Agent
Pennsylvania State Univ.-Cooperative Ext.
601 Westtown Road Suite 370
West Chester PA 19380-0990

Carlotta Randolph (610) 359-5304
Site Administrator
Del. Co. Team PA Careerlink (DCCC)
901 South Media Line Road
Media PA 19063-1094

Tony Darden (302) 504-3548
Workforce Development Specialist
Goodwill Industries of DE & Delaware Co.
300 Lea Blvd.
Wilmington DE 19802

Renee Bell (610) 874-1872
Assistant Director
Del. Co. I. U. Head Start Program
2201 Providence Road

Chester PA 19013

Gloria Erb (610) 490-6253
Delaware County Housing Authority
Family Self-Sufficiency Coordinator
1855 Constitution Avenue
Woodlyn PA 19094

Sandy Gera, Director (610) 359-5296
New Choices, New Options
Delaware County Community College
MacDade Blvd & Clifton Avenue
Collingdale PA 19023

Ellen Brenner (610) 713-2290
Director
Delaware County CCIS
20 South 60th Street
Upper Darby PA 19082

George Sheehan (610) 447-5301
Executive Director
County Assistance Office
7th & Crosby Streets
Chester PA 19013

Edward O'Donnell (610) 876-4811
Acting Executive Director
Delaware County Literacy Council
2217 Providence Avenue
Chester PA 19013

Christine Butakis (610) 490-6255
Director of Admissions, Compliance & Special Programs
Delaware County Housing Authority
1855 Constitution Avenue
Woodlyn PA 19094

Daniel Boone (610) 497-7714
Assistant Service Coor. for Adult Outpatient Services
Crozer Community Division
2600 W. 9th Street
Chester PA 19013

Jerry Duffy (610) 565-0434
Director
Media Fellowship House
302 S. Jackson Street
Media PA 19063

Ecila R. Jones (610) 461-1525
Section 8 Representative
137 Laurel Road
Sharon Hill PA 19079-1323

Erica Salahudin
Public Housing Representative
528 Front Street
Upland PA 19015

APPENDIX 1

DELAWARE COUNTY HOUSING AUTHORITY

JOB DESCRIPTION

FAMILY SELF-SUFFICIENCY COORDINATOR

The Family Self-Sufficiency Coordinator shall be under the direct supervision of the Director of Admissions, Compliance and Special Programs. This position will provide the ability of the Delaware County Housing Authority to coordinate service delivery systems necessary to the support of clients participating in special programs. The special programs include, but are not limited to, Family Self Sufficiency Program, Family Unification Program, Shelter Plus Care Program and the Project based program. This position requires utilizing casework skills in obtaining essential information, counseling clients and assisting them to utilize all available resources. All work will be performed in accordance with all applicable requirements and regulations while exercising initiative and independent judgment and seeking advice and help only with difficult situations.

Responsibilities shall include, but not be limited to the following:

- Case management of families participating in specific programs
- Coordination of comprehensive plans of support to assist clients in attaining and sustaining program specific goals
- Review of applications, selection of program participants, preparation of correspondence and reports, coordination of services, performance of needs assessments, and development of care plans
- Carrying out casework activities on behalf of the clients requiring coordinated services to attain program/client and service manager defined goals
- Perform follow-up evaluations, referrals and care management to achieve defined goals
- Collect, analyze and evaluate statistical data for use in planning and monitoring of program results
- Maintain on-going relationship with specialized care providers and organizations administering specific social services
- All other duties as assigned

EDUCATIONAL REQUIREMENTS

A Bachelor's Degree with concentration in courses in sociology and/or psychology; or three years of experience performing tasks associated with the operation of low rent housing developments; or comparable business, industrial or professional employment in an organization providing social services; or any equivalent combination of experience and training.

EXHIBIT “A”

DEMOGRAPHIC CHARACTERISTICS OF SECTION 8 PROGRAM PARTICIPANTS AND PUBLIC HOUSING PROGRAM PARTICIPANTS

Demographic information is currently under revision and will be made available after completion.

Exhibit "B"

DELAWARE COUNTY LITERACY COUNCIL

2217 Providence Avenue
Chester PA 19013
(610)-876-4811

Purpose The Delaware County Literacy Council (DCLC) is a private, non-profit educational agency that provides one-on-one, free literacy instruction to non- and low-reading adults through a county-wide network of trained volunteer tutors. The program is based on the model of its national affiliate, Laubach Literacy Action (LLA) and is unique among the limited options available to adult residents of Delaware County who require help with their basic reading and writing skills in that it is the oldest, largest and only organization whose sole mission is adult literacy.

Locations Learning Centers in Chester Municipal Building and St. Paul Lutheran Church, Lansdowne; Instructional and Intake Sites at Trinity Methodist Church, Church of the Savior and Bernadine Centers in Chester; Church of the Alliance, Upper Darby; Community Center, Marcus Hook; Darby Library; Haverford Adult Night School; Ardomore Library; Wayne Presbyterian Church; Woodlyn Baptist Church

Programs Basic reading, math and writing instruction in one-on-one or small group settings; English as a Second Language; Family Literacy (This is the program that instructs the parents and has a pre-school for the children); Computer Assisted Instruction; Drivers Education; Summer Reading Camp

Projects REACH, a mobile informational and referral service, Chester; ChesNetwork, an organization of human service providers; Literacy Summer Day Camp cooperatively with Delaware County Library System; Workplace program cooperatively with Grief Corporation

Highlights **138** volunteers providing **21,759** instructional hours to **707** students in 2001; **15,000+** adults served during its 26 years; student progress and tutor/student retention rates above national average; **active student participation** in advocacy, the Board and staff and in support activities; tutor training modules in use nationally; audio and visual screening; supplementary low-level, high-interest materials in all county libraries; sponsorship of 1991 Northeast Regional Adult Literacy Conference and state-wide learning disabilities workshop for volunteers

Memberships and Affiliations Laubach Literacy Action, Chair; Literacy Volunteers of America; Tutors of Literacy in the Commonwealth; PA Association of Adult and Continuing Education; Delaware County Chamber of Commerce; Delaware County Press Club; Workforce Investment Board of Delaware County; Kiwanis Club of Chester; Keystone Reading Association; International Dyslexia Association; Coalition of Adult Basic and Literacy Education Service Providers of Delaware County; Delaware County Intermediate Unit; Delaware County Library System.

Contributors in 2000 Students; tutors; friends; Boeing Good Neighbor Fund; Chester Economic Development Authority; CIGNA; Coca-Cola; Combined Federal Campaign; Ethel Sargeant Clark Smith Memorial Foundation; Gaul Family Foundation; Genuardi's; Media Rotary Foundation; PA Department of Education; Pew Charitable Trust; United Ways of SE Delaware County & SEPA

DCLC 2217 PROVIDENCE AVENUE CHESTER PA 19013 (610) 876-4811

January 2002

-A United Way Member Agency-

EXHIBIT "C "

FAMILY SELF-SUFFICIENCY PROGRAM
Pre-Enrollment Form

Date_____

1. Please list all family members who will be living in your housing unit, including the head of household. Give the relationship of each family member to the head of household.

Family Member	**Name of Family Member**	**Relationship to Head of Household**	**Age**	**Sex**	**Ethnic***
Head of Household		Self			

***** Ethnic groups include: White, African American, Hispanic, American Indian, Alaskan Native, and Asian/Pacific Islander

2. Are you (head of household) employed? Yes_____ _____No
If yes, list your job and rate of pay:

JOB:_____
RATE OF PAY: $_____ Per _____Hr _____Wk

If unemployed, what type of income do you receive?_____

_____

1. Are any other family members employed? _____Yes _____No

If yes, please fill out the following information:

Family Member	**Job**	**Rate of Pay** (Indicate per hour/week)	
		$	**per _____**
		$	**per _____**
		$	**per _____**
		$	**per _____**

2. Other than housing, what needs do you currently have? (Please check those that apply)

_____Need a better job _____ Need better transportation

_____Need someone to take care of children (child care) _____Need to see a doctor for health problems

_____Need more money to pay bills each month _____Need help being a better parent

_____Want to finish school _____Counseling

_____Need food assistance _____Need help managing money

Please list other needs you or your family have:_____

_____

_____

_____

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3. Please check the different agencies you have visited or received services from in the last six months.

_____	Health Department, doctor or clinic	_____	Community action Agency or Community Services
_____	Job training program	_____	Welfare Department
_____	Mental health center	_____	Alcohol or drug program
_____	Food pantry	_____	Free meals program
_____	Head Start for Child(ren)	_____	Children's services program
_____	Community college	_____	Vocational/Tech school
_____	Shelters	_____	None of the above
_____	Other (please list below		

_____

_____

4. Do you speak English? _____Yes _____No
If no, what language(s) do you speak? _____

5. Do other family members speak English? _____Yes _____No
If no, what language(s) do they speak? _____

6. Do you have a high school diploma or GED?

_____

_____

7. If you were to get a job or change your job, would you need help finding someone to watch your children (child care)? _____Yes _____No

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10. Do you now work with one person or a case manager who helps you and your family find the services you need? _____Yes _____No

    If yes, please list the person's name: _____
    What agency does she/he work for? _____

8. Are you currently receiving Case Management Services from any agency? _____Yes _____No

    If yes, what agency? _____

9. What are the two or three biggest problems that YOU are facing now?

    _____

    _____

    _____

    _____

    _____

    _____

10. What are the two or three biggest problems currently faced by YOUR FAMILY?

    _____

    _____

_____

_____

SIGNATURE _____ DATE _____

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EXHIBIT "D"

DELAWARE COUNTY OFFICE OF EMPLOYMENT AND TRAINING

VOCATIONAL ASSESSMENT SERVICES

Deborah Callahan D.S. Ed., M.S. Ed.

As part of the customer-centered services offered to eligible customers by the **Office of Employment and Training,** assessment will include a **T.A.B.E.** (Test of Adult Basic Education) test which measures basic reading, math, and language skills. This test was designed for use in placing adults in appropriate basic skills programs if necessary to rejoin the workforce, ABE and GED courses are available, as well as basic skills refresher classes.

Another facet of the assessment process may include administration of all or parts of the **S.A.G.E.** (System for Assessment and Group Evaluation). S.A.G.E. provides a complete "worker trait profile" by measuring skills and abilities in several areas:

Vocational Aptitude Battery

Form Perception	**Color Discrimination**	**Motor Coordination**
Finger Dexterity	**Spatial Relationships**	**Manual Dexterity**
Clerical Perception	**Eye-Hand-Foot Coordination**	

Vocational Interest Inventory contains 152 items based on the 12 interest areas designated by the Department of Labor's Guide to Occupational Exploration:

Artistic	**Scientific**	**Plants and Animals**
Protective	**Industrial**	**Business Detail**

Selling	**Accommodating**	**Leading/Influencing**
Mechanical	**Humanitarian**	**Physical/Performing**

Temperment Factors, Work Attitudes, and Learning Styles are three additional areas of possible evaluation in order to understand the capabilities and/or needs of our customers.

Upon completion of any or all of the above, the system scores, interprets, and generates an explanatory report. The results may also be entered into **Compute-A-Match,** a job training placement system. This system offers a list of job training programs best suited to the customer's skills, abilities, and needs. Collectively, results are utilized to best serve the employment needs of the customer.

EXHIBIT "G"

October 28, 2005

Ms. Mary Jane Doe
666 Clearwater Lane
Windy City PA 00000

Dear Ms. Doe:

I would like to take this opportunity to inform you of a program that is administered by Delaware County Housing Authority. This program is called **"Family Self-Sufficiency" (FSS)**. This program is designed to promote self-sufficiency and economic independence for participating families.

Family Self-Sufficiency (FSS) is a **"goals" program** with a case manager assisting you in identifying your goals, needs and barriers. We then break down your goals into steps, which allows you the opportunity to work on them at your own comfortable pace. Also, you have the opportunity to earn a **FREE** Savings account, which upon the completion of your goals is released to you to use as an investment in your future (education for yourself or family member, home ownership, etc.).

If you would be interested in becoming economically independent and wish to participate in this program please mail the enclosed pre-enrollment form to the Authority at the above address. Please contact Gloria J. Erb, Family Self-Sufficiency Coordinator, at (610) 490-6235.

Sincerely,

Laura D. Blackburn, P.H.M.
Director of Section 8 Program

EXHIBIT “H”

FAMILY

SELF

SUFFICIENCY

PROGRAM

(F.S.S.)

6/93
2/97 Revised
7/97 3rd Revision
11/02 4th Revision

WHAT IS IT?

A program to promote self-sufficiency among participating families, including the provision of supportive services to those families.

WHO CREATED IT?

The National Affordable Housing Act of 1990.

HOW DOES IT DIFFER FROM OTHER PROGRAMS?

F.S.S. offers a financial incentive to families through the establishment of an escrow account which becomes available to the family upon successful completion of the Contract of Participation (C.O.P.).

WHAT TYPE OF SERVICES MAY BE PROVIDED TO ASSIST IN BECOMING SUFFICIENT?

-Child Care
-Transportation
-Remedial Education
-Education for completion of high school
-Post high school
-Job training, preparation & placement
-Treatment & counseling for substance abuse.
-Training in homemaking, parenting skills, financial management & household management.
-Other services necessary to help families become self sufficient.

F.S.S. represents a bold approach to helping families leave the Welfare System or Low paying jobs and achieve economic self sufficiency.

Residents will be given an opportunity to climb out of poverty and create a life of Dignity and Independence.

The theme of the Family Self Sufficiency program is to empower you and your family to take control of your lives by becoming independent, productive members of your community.

PLEASE NOTE: The only difference between stumbling blocks and stepping

stones.....is the way you use them.

Now that you made the decision to become self sufficient, you need to review the enclosed application, fill out all requested data and return to our office as soon as possible, You will then be scheduled for a briefing on your application along with an overview of the program. During the briefing you will be able to ask all of your questions.

When returning the application, you are under no obligation to participate in the F.S.S. program.

Something to Remember: Success is not reached in a single bound; We must build the ladder by which we rise from the lowly earth to the vaulted steps, and then climb to the summit round by round.

Ms. Gloria J. Erb, Family Self Sufficiency Coordinator will schedule an interview.

Sincerely,

Laura D. Blackburn, P.H.M.
Director of Section 8

DELAWARE COUNTY HOUSING AUTHORITY
RESOLUTION NUMBER 1370
PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual* PHA Plans

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the_X_standard Annual, X_ standard 5-Year/Annual or __streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning ___2007_____, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
· The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
· The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
· Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
· The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
· The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR

Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Delaware County Housing Authority	PA023
PHA Name	PHA Number/HA Code

_X_ Standard PHA Plan for Fiscal Year: 2007
_X_ Standard Five-Year PHA Plan for Fiscal Years 2007 - 2011, including Annual Plan for FY 2007

___ Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	Chairman
Anthony J. Grosso		
Signature	Date	December 19, 2006
X Anthony J. Grosso		

form **HUD-50077** (04/30/2003)

DELAWARE COUNTY HOUSING AUTHORITY
MAINTENANCE POLICY

The Property Manager's and Maintenance Staff are responsible for the condition and maintenance of the physical facility in their Property Group.

Maintenance staff will answer directly to the Property Managers at the various locations. The Maintenance Staff consists of twenty-two people including Mechanic Specialist's, Mechanic's, Mechanic Aid's, Laborer's and Groundskeepers. The Property Managers direct the work of staff assigned to their Property Group.

The Authority has scattered sites consisting of Single Family Units and apartment units totaling 1000+ where Specialist's Mechanics, Mechanic's Aides, Laborers and Groundskeeper's are used to perform daily work.

Delaware County Housing Authority communities are divided into four property groupings. Each Property Manager is assigned staff to adequately manage and maintain their properties. Each Property Manager directs the work of the staff assigned to their area and is responsible for allmaint enance of all physical assets in their property group.

Revised January 3, 2007

DELAWARE COUNTY HOUSING AUTHORITY
MAINTENANCE PLAN

GOAL AND OBJECTIVES

The goals and objectives of the Housing Authority are to maintain each and every development in a condition that preserves the asset, maintains the quality of life for residents and contributes to the appearance of the surrounding community. DCHA properties will exceed all maintenance related PHAS indicators, and to properly utilize the existing staff with a reasonable amount of overtime, within budget and on schedule.

The basic processing of work orders will be as follows:

1. ORIGINATION

   The issuance of a regular work order may be based upon information received from residents, staff, commissioners, or the general public. When information received indicates a work order needs to be issued, it is the Property Managers responsibility to ensure the expeditious computer input and issuance of the work order. Seasonal items will be scheduled and loaded into the computer for weekly access by the Director of Physical Facilities and Property Manager's

2. ASSIGNMENT

   The method used to assign work orders to specific maintenance staff will be based upon the preferences of each Property Manager and the location of the requested work. However, it is expected that work orders will generally be completed in sequence without regard to the degree of difficulty associated with its completion. If the assigned maintenance employee cannot complete any portion of the work order, he/she will immediately notify the Property Manager of the problem.

3. CLOSING

   At completion of work items on a work order, the maintenance staff person will completely fill out and sign the work order form. All completed work orders will be returned to the Property Manager each day.

It is the responsibility of the Property Manager to ensure the expeditious updating of the work order records, including the posting of any associated resident charges. The updating and closing of work order records should normally be accomplished within 24 hours of receipt of completed work orders.

4. ANNUAL INSPECTIONS

Living units and major systems inspections are required to meet IBC PHAS requirements. DCHA plans to perform its annual living unit inspections with its Inspectors and its major systems inspections with the property staff. The inspections will be evenly scheduled over the first ten months of the year to allow time for corrective and follow up work.

A. Frequency

All dwelling units of DCHA will be inspected at least annually. A pre-move out inspection with the resident will be conducted ten (10) days prior to move out. A move out inspection will be conducted in all vacant apartments within 2 (two) working days after becoming vacant. A move in inspection will be conducted with the resident at the time of move in for any apartment being newly occupied.

B. Standard

All inspections will utilize the International Business Code (IBC). All conditions noted during any inspection, which do not meet HQS, will be documented in writing.

C. Correction of Deficiencies

1. Unit deficiencies which are IBC Violations

All IBC Violations identified during any inspections will require the following actions:

a. Documentation

b. Issuance of, or inclusion on, a Work Order specifying the action needed for correction of the IBC violation. Any work order issued which includes work to correct a IBC violation must be unit-specific, that is, must deal with only one unit.

c. Date of Final Approval must be entered on the appropriate form.

2. Unit Deficiencies Which Are Not IBC Violations

For all unit deficiencies identified during an inspection which will require repair work, but are not IBC violations, issuance of, or inclusion on, a work order specifying the action needed for correction of the deficiency will be required.

3. Goals

a. Unit deficiencies be corrected as follows:

b. IBC violations that constitute emergency items, as defined by HUD, should be corrected within 24 hours.

c. All identified unit deficiencies that do not constitute IBC violations should be corrected within average of 30 , calendar days.

5. MAKING VACANT APARTMENTS READY FOR OCCUPANCY

The procedures for preparing apartments for occupancy are:

A. Prior to a resident vacating the unit a pre-move out inspection will be conducted to allow residents to correct tenant caused deficiencies prior to move out. Upon vacancy, apartments will be inspected by the Property Manager, who will prepare, or who will cause to be prepared, a punch list of items to be inspected, repaired, or replaced in the vacant apartment. Also an estimated number of days to complete the unit turn over will be determined.

B. The list of work items for the apartment will be provided to the Purchasing Department so that long lead time materials may be ordered if necessary. The Property Manager will issue a work order for the apartment to be made ready for occupancy and attach the listing of work items for that property

C. The Property Manager will be responsible for assignment of all work orders to the appropriate maintenance staff.

D. A Make-Ready listing of items to be accomplished will be provided to the maintenance staff.

E. Items listed on the Make -Ready sheet will be accounted for thru the work order system, with specific written details provided by the Maintenance staff as they are completed. These completed Work orders will be returned to the Property Manager.

F. The Property Manager will then inspect the property to ensure all maintenance items have been accomplished. If deficiencies are found, the Property Manager will take the necessary steps to have the deficiencies corrected.

G. Once the unit is completed and ready for occupancy, the Property Manager will schedule any required third party inspection and the PHAS tracking work order will be completed to move the property back to a rentable status in the system.

6. PREVENTATIVE MAINTENANCE (PM)

The PM schedule has been designed to be completed in no more than ten months, to allow sufficient time for other maintenance work and to program those seasonal PM requirements into the proper sequence so that the entire PM program will be completed on a timely, cost-effective and overtime-free basis.

7. EMERGENCY SITUATION

Emergencies arise when resident and/or DCHA staff are faced with a health or life-threatening situation or there is a condition that might result in serious structural or system damage if not corrected within a 24-hour period.

8. SERVICE CONTRACTS

DCHA contracts with outside firms to provide HVAC repair, sewer maintenance and vehicle maintenance. Each of these contracts were procured in accordance with the HA's procurement policies, based upon the HUD regulations at 24 CFR 8536.

9. MATERIALS, SUPPLIES, AND EQUIPMENT

Based upon an analysis of the consumption and use of materials and supplies for the last year, DCHA budgets an appropriate dollar increase in items to be consumed based upon the continued and expanding emphasis on DCHA's PM program.

10. BUDGET

DCHA budgets have been developed based upon established goals, schedules, staff requirements, and known income sources. DCHA believes it has developed a very fiscally responsible budget.