

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Housing Authority of the City of Dallas, Texas</u> PHA Code: <u>TX009</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>January 2012</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>3,381</u> Number of HCV units: <u>17,843</u>				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	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 for the next five years: <i>The Housing Authority of the City of Dallas, Texas provides quality, affordable housing to low-income families and individuals through the effective and efficient administration of housing assistance programs and by creating and cultivating opportunities for program participants to achieve self-sufficiency and economic independence.</i>				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <i>Please see Attachment A, 5.2 Goals and Objectives, and Attachment H, 10.0a. Progress in Meeting Mission and Goals.</i>				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. <i>a. Please see Attachment B, 6.0a. PHA Plan Elements. b. Copies of DHA's 5-Year and Annual PHA Plan are available in the DHA Development Department located at the Central Office, 3939 N. Hampton Road, Dallas, Texas, and at each DHA AMP. Additionally, the Five-Year and Annual PHA Plan will be made available on DHA's website, dhadal.com.</i>				
7.0	HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> <i>Please see Attachment C, 7.0 HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</i>				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. <i>Please see Attachment D, 8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.</i>				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <i>Please see Attachment E, 8.2 Capital Fund Program Five-Year Action Plan.</i>				

8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p><i>Please see Attachment F 9.0 Housing Needs.</i></p>
9.1	<p>Strategy for Addressing Housing 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. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p><i>Please see Attachment G, 9.1 Strategy for Addressing Housing Needs.</i></p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p><i>a. Please see Attachment H, 10.0a. Progress in Meeting Mission and Goals.</i> <i>b. Please see Attachment I, 10.0b. Definition of “Significant Amendment” and “Substantial Deviation/Modification.”</i></p> <p><i>Attachment N: Dallas Housing Authority Public Housing Utility Allowances</i> <i>Attachment O: Admissions and Continued Occupancy Policy for Low-Income Housing Owned by DHA</i> <i>Attachment P: Dallas Housing Authority Resident Lease Agreement</i> <i>Attachment Q: Dallas Housing Authority Pet Policy</i> <i>Attachment R: Administrative Grievance Procedure for Tenants of Low Rent Public Housing Program</i> <i>Attachment S: Exterminating Service Procedure</i> <i>Attachment T: Dallas Housing Authority Administrative Plan for Housing Voucher Program</i></p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> <p><i>a-e Please see Attachment J, Certifications.</i> <i>f. Please see Attachment K, Resident Advisory Board (RAB) Comments.</i> <i>g. Please see Attachment L, Challenged Elements.</i> <i>h. Please see Attachment M, Form HUD-50075.1, Capital Fund Program Annual Statement and Performance and Evaluation Report.</i> <i>i. Please see Attachment E, 8.2 Capital Fund Program Five-Year Action Plan.</i></p>

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment A
5.2 Goals and Objectives**

5.2.1. Increase the availability of decent, safe, and affordable housing

5.2.1.a. Expand the supply of assisted housing

Objectives:

- Apply for additional rental vouchers
- Reduce public housing vacancies
- Leverage private or other public funds to create additional housing opportunities
- Acquire or build units or developments

5.2.1.b. Improve the quality of assisted housing

Objectives:

- Improve public housing management (PHAS score)
- Improve voucher management (SEMAP score)
- Increase customer satisfaction
- Concentrate on efforts to improve specific management functions (e.g. public housing finance, voucher unit inspections, etc.)
- Renovate or modernize public housing units
- Demolish or dispose of obsolete public housing
- Provide replacement public housing
- Provide replacement vouchers

5.2.1.c. Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling
- Conduct outreach efforts to potential voucher landlords
- Reduce voucher payment standards
- Continue voucher homeownership program
- Implement other homeownership programs as practical
- Implement public housing site-based waiting lists
- Convert public housing to vouchers

5.2.2. Improve community quality of life and economic vitality

5.2.2.a. Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments
- 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
- Reserve up to 20% of the Section 8 Housing Choice Vouchers for Project-Based assistance that will provide housing for families with special needs.

5.2.3. Promote self-sufficiency and asset development of families and individuals

5.2.3.a. Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families
- Provide or attract supportive services to improve assistance recipients' employability
- Provide or attract supportive services to increase independence for the elderly or families with disabilities

5.2.4. Ensure Equal Opportunity in Housing for all Americans

5.2.4.a. 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
- Reserve up to 20% of the Section 8 Housing Choice Vouchers for Project-Based assistance which will provide housing for families with special needs
- Comply with the Violence Against Women and Justice Department Reauthorization Action of 2005 (VAWA)

5.2.5. Promote resident employment and business opportunities

5.2.5.a. Promote resident employment and business opportunities

Objectives:

- Continue to operate a Section 3 Training and Employment program
- Encourage independent contractors to hire Section 3 residents
- Actively solicit resident owned businesses for contracts

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment B
6.0.a. PHA Plan Elements**

6.1 Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures

Public Housing

DHA's policies governing tenant eligibility, selection and admission including admission preferences for the public housing program are included in the *Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing*, relevant portions of which are provided below.

**Dallas Housing Authority Admissions and
Continued Occupancy Policy for Low Rent Housing
(excerpt)**

II. Eligibility and Intake

A. Applications

1. DHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations and DHA's **Procedure on Intake and Processing**. Except for qualification for preferences, DHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.
2. Every application file for admission to low rent housing shall include the date and time of application; lottery number (if applicable), applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.
3. The following information will be verified according to HUD's regulatory requirements at **24 CFR part 5** and DHA's **Procedure on Verification**, to determine qualification for admission to DHA's housing: **24 CFR § 960.259**
 - a. Family composition, demographics and type (Elderly/Disabled/Near-elderly/Non-elderly)
 - b. Annual Income
 - c. Assets and Asset Income
 - d. Deductions from Income
 - e. Preferences
 - f. Social Security Numbers of all Family Members
 - g. Applicant Screening Information (including tenant and criminal history)
 - h. Citizenship or immigration status

4. Enterprise Income Verification (using Federal databases) or third party written information that is mailed, faxed or transmitted electronically between DHA and the verification source are the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**
5. Individuals applying for admission must submit a pre-application in the manner stipulated the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application by mail or in person.
6. If an applicant needs assistance in completing any aspect of the application process because of a disability, DHA will assist the applicant as needed to ensure equal access to DHA's programs.
7. Applicants providing false information regarding Family Income, composition, preferences or other circumstances affecting their eligibility or rent level will be rejected. If the Applicant has been assigned a unit, the lease will be terminated and DHA will pursue any and all lawful civil claims and criminal actions, including the recoupment of back rent.
8. DHA will periodically update each waiting list sublist either by contacting all applicants in writing¹ in accordance with DHA's *Procedure on Updating the Waiting List* or by requiring applicants to update their pre-applications on line.
9. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with DHA's **Procedure on Application Intake and Processing**.
10. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, DHA will change the application to make the other adult the new applicant so long as the family reports the death within 30 days and requests that another adult family member be named the head.
11. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:
 - a. Children who have been added to the family through birth, adoption, or court awarded custody to people already listed on the application will be added;
 - b. Individuals who can document that they need a Live-in Aide (even though not included on the original application) will be permitted to add the Live-in Aide;
 - c. Other adults will NOT be added to an application unless their addition would not change the unit size for which the family qualifies, although the family may file a different application with a different family composition when the waiting list is open.

B. Closing and Re-opening the Waiting List

1. Waiting lists will be opened and closed in accordance with DHA's **Procedure on Opening and Closing Waiting Lists**. Applicant names will be removed from the waiting list only in accordance with DHA's **Procedure on Removing Applicants from the Waiting List**. **24 CFR § 960.206**
2. It is unlikely that DHA will close the waiting list for the highest priority applicants or at certain properties.

¹ Or by the method designated at initial application by applicants with disabilities.

C. Affirmative Fair Housing Marketing and Outreach Procedures

1. When the waiting list is open DHA will conduct affirmative marketing as needed to ensure that the waiting list includes a mix of Applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of its area of operation. DHA will review the factors regularly to determine the need for and scope of marketing efforts.
2. All marketing efforts will include outreach to those least likely to apply. DHA may designate sites for accepting applications. DHA staff will be available at these sites to assist Applicants in completing the housing application documents. If additional applications are required to attain any of the objectives established in this Policy, DHA will engage in outreach efforts directed toward potential Applicants who might fulfill the need.
3. The method used for Affirmative Marketing is described in **Procedure on Affirmative Marketing**.

D. Income Targeting Requirements

DHA will ensure that 40 percent of Families admitted to public housing in any year have incomes at or below 30 percent of the area median income. HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant Family's Annual Income must not exceed the applicable income limit that HUD establishes and publishes for each county or Metropolitan Statistical Area (MSA) in the country. The income limits are based on the median income of the geographic area for which the limit is established, and are adjusted for family size.

E. Qualifying for Admission

It is DHA's policy to admit **only** applicants who can be verified to be qualified² according to all the following criteria

1. Are a Family³, as defined in Section XIII of this policy;
2. Meet HUD requirements on citizenship or immigration status; **24 CFR § 5.5 (subpart E)**
3. Have an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD) posted in DHA offices. **24 CFR § 960.102**
4. Provide acceptable documentation of Social Security numbers for all family members or do not contest their immigration status; **24 CFR § 5.216**
5. Meet the Applicant Selection Criteria in these policies, including completing a DHA-approved pre-occupancy orientation session if required; **24 CFR § 960.202 & 203**
6. Are not already adequately housed in any Authority-owned dwelling unit. Applicants who are listed on a current DHA lease and live in a unit meeting occupancy standards are not qualified for admission unless they would qualify under the Incentive Transfer Standards described in this policy.

² The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** definition of "Qualified Individual with Disability".

³ A family can be a single person.

7. Owe no money to DHA or any other housing authority in connection with any Federal housing program;
8. Do not have a history of misusing or abusing alcohol in any way that interferes with the health, safety, or rights of others, or
 - a. demonstrate to DHA's satisfaction that the family member who formerly abused alcohol no longer abuses or misuses alcohol and;
 - b. have successfully completed a supervised alcohol rehabilitation program licensed and approved by Texas Commission on Alcohol and Drug Abuse (TCADA)⁴; or
 - c. are participating in a supervised alcohol rehabilitation program.
9. For Multifamily Section 8 project-based units and Low Income Housing Tax Credit properties **ONLY**, no assistance will be provided to any single person who is enrolled as a student in an institution of higher education, **unless that student**
 - a. Is over the age of 24,
 - b. Is a veteran of the United States Military service,
 - c. Is married,
 - d. Has a dependent child,
 - e. Is a person with disabilities receiving Section 8 assistance as of 11/30/2005,
 - f. Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance.
10. Screening applicants who claim mitigating circumstances
 - a. If negative information is received about an applicant, DHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.
 - b. DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

F. Admission to Efficiency Units

During the eligibility interview for the Public Housing Elderly/Disabled Sites Program, if both an efficiency unit and a 1-bedroom unit are available, a single Applicant will receive the efficiency unit offer.

G. Applicant Selection Criteria

1. The following list of criteria will be reviewed to determine whether Applicant Families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, DHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**
 - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the apartment and common areas;

⁴ If the Applicant entering DHA's program is from another state, DHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin

- c. to use facilities and equipment in a reasonable way;
 - d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the DHA.
2. DHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with DHA's **Procedure on Applicant Screening**.
- a. Any costs incurred to complete the application process and screening will be paid by DHA. Application fees will not be charged by DHA.
 - b. Applicants who owe money to DHA or any other housing authority will not be admitted to the program until their debt is paid in full. **24 CFR §960:203**
3. DHA's screening process will review the following information for each Applicant family (including certain data specific to every adult family member):
- a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior;
 - b. Applicant and must satisfy in full any overdue accounts or indebtedness owed to DHA or any other housing authority by any adult family member;
 - c. The Applicant's lease must not have been terminated for cause by DHA and, if a Section 8 program participant, the Applicant's voucher must not have been terminated within the previous 5 years, except that the period shall be 10 years for a drug related eviction or termination;
 - d. Applicant must have a history of reasonably good performance in meeting rent and utility payment obligations⁵, and no record of eviction from housing or termination from residential programs in the past 5 years for failure to meet financial obligations;
- Former residents will not have their application rejected if the debt owed to DHA was discharged by a bankruptcy court;
- e. DHA's standards on criminal activity require that neither the Applicant nor any adult family member:
 - 1) Has been convicted of manufacturing or producing methamphetamine on the premises of HUD-assisted housing. HUD regulations require that DHA permanently bar any individual with such a conviction;
 - 2) Is subject to a lifetime registration requirement under a State sex offender registration program. HUD regulations require that DHA permanently bar any individual subject to such requirements;
 - 3) Has been evicted because of drug-related criminal activity from housing

⁵ Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.

assisted under the U.S. Housing Act of 1937 or convicted of drug-related criminal activity for a minimum of 10 years beginning on the date of such eviction or conviction. This requirement may be waived if:

- a) The eviction/conviction was for drug use or possession and since the eviction/conviction, the relevant member of the Applicant Family has successfully completed a supervised drug rehabilitation program licensed and approved by the TCADA. To demonstrate completion, the Applicant must provide a certificate of completion issued by the TCADA agency responsible for treatment. If the Applicant entering DHA's program is from another state, DHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin; or
 - b) the circumstances leading to the eviction no longer exist (for example, the individual involved in drugs is no longer a member of the family).
 - c) This waiver is not available to a person who was evicted for selling, trafficking, producing or manufacturing illegal substances.
- 4) Is currently engaged in the illegal use of controlled substances, or engaging in conduct that presents a pattern of illegal use of controlled substances.

This requirement may be waived if the Applicant demonstrates to DHA's satisfaction that the relevant member of the Applicant Family no longer engages in the illegal use of the controlled substance(s) (see Section e.7.a) below).

- 5) Has a history of engaging in violent crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel;
- 6) Has ever been convicted of arson or any crime of violence against a child.
- 7) Is on parole or probation for drug-related crimes, violent crimes or crimes that threaten the health, safety and/or general well being of the community. The evidence of probation or parole for the aforementioned crimes maybe waived if the following criteria applies:
 - a) An Applicant is currently on probation or parole for an offense (except regulatory exclusions) that occurred prior to the seven-year time-frame, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.
 - b) An Applicant has completed probation or parole for an offense (except regulatory exclusions) that occurred prior to the seven-year timeframe, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.
- 8) Applicant must have no history of misrepresenting information relative to eligibility, income, allowances, family composition or rent;
- 9) Applicant must have no history in the past 5 years of disturbing neighbors, destroying property, or negative living and housekeeping habits at prior and/or current residences that may adversely affect the health and welfare of other residents.

4. For admission to a property/units targeted to vulnerable homeless applicants only, the screening criteria with respect to criminal history shall focus only on the Federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of Federally assisted housing and persons required for their lifetimes to register as sex offenders. Beyond these two criteria, a criminal history shall not be used to exclude individuals so long as they are willing and able to refrain from violent actions and drug related criminal activity that would be a threat to others.

H. Determination of Eligibility and Notification of Applicants

1. Once DHA receives a completed application, the unverified income eligibility of the Applicant will be determined by DHA.
2. Applicant screening and verification of income, family composition, citizenship/immigration status, social security numbers, preferences and allowances will not take place until the Applicant is within estimated 120 days of receiving a unit offer. DHA's **Procedure on Verification of Information** will be used to verify all information related to eligibility for admission, receipt of subsidy and rent.
3. Each eligible Applicant will receive written notification of his/ her eligibility and of the approximate date he or she will be offered housing. A copy of this notification will be retained in the Applicant's file.
4. Each Applicant determined to be ineligible or unqualified for admission will be notified in writing of the reason(s) for the determination of ineligibility and the Applicant's right to submit a written request for an informal hearing within fourteen (14) calendar days of the date of the notice is postmarked.
 - a. DHA will provide the Applicant with a copy of any information (including criminal history) DHA used to determine the Applicant ineligible or unqualified for admission upon written request.
 - b. The review and hearing procedures are described in DHA's **Procedure on Informal Hearings**.
5. Applications withdrawn by the Applicant or DHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility will be retained in DHA files for at least three (3) years following the date of the withdrawal or rejection of the application.

I. The Preference System for Public Housing units

Preferences establish the order of applicants on the waiting list. Every applicant must still meet DHA's Selection Criteria before being offered an apartment. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet one of the definitions of the preferences described below. **24 CFR § 960.206**

1. Local Preferences

There are 5 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (which are defined Chapter XIII, Definition of Terms):

- a. Vulnerable homeless persons: For admission to buildings/units with supportive services, a preference shall be granted to vulnerable homeless individuals and families as identified by the Metropolitan Dallas Homeless Alliance, the Salvation Army, Family Gateway, Family Place and other organizations that

serve homeless individuals and families. Additionally, persons with disabilities from other DHA properties who can remain as residents with the benefit of supportive services will be given a preference to transfer to such property.

Vacant ready units at Cliff Manor and 25 percent of all efficiency or one bedroom units at Brooks Manor, Park Manor, Forest Green Manor and Lakeland Manor shall be offered to vulnerable homeless persons/couples. In addition, up to 8 units at, Little Mexico, Hamptons, Villa Creek, Kingbridge Crossing, Barbara Jordan, Roseland Townhomes and Estates, Monarch, Carroll, Frazier Fellowship, Wahoo and Mill City shall be made available to formerly homeless families so long as supportive services are available under a memorandum of agreement.

- b. Formerly homeless families at Pebbles Park: Homeless families housed at Pebbles Park whose situations have been sufficiently stabilized to qualify for admission to public housing will be given an admission preference.
- c. Disaster Preference: Applicants displaced by a Federally declared disaster, or a disaster to a DHA-assisted unit will qualify for this preference if they apply within 90 days from the date the disaster is declared (and the waiting list is open at that time). They will be admitted in the following order:
 - 1) Existing public housing residents and HCV program participants
 - 2) Applicants who were not previously living in assisted housing but who meet all other application criteria.
- d. Working Families: Applies to up to one half of any year's admissions at non-elderly developments only. (Families whose sole adult members are elderly individuals or persons with disabilities at these properties will automatically be awarded this preference). A family will qualify for this preference if they have at least one adult member who is employed at least 30 hours per week in the 6 months prior to admission.

Any family that is admitted because they qualify for this preference and, in the 12 months following admission, voluntarily leaves employment (30 hours a week) shall be considered to have committed program fraud. Such a family's lease will be terminated.

If there are insufficient working families to fill up to one half of the year's admissions, units will not be held vacant and non-preference waiting list families will be admitted.

- e. Mixed population building preference⁶
 - 1) In buildings designed for occupancy by Elderly and Disabled families (Brooks Manor, Park Manor, Cliff Manor, Audelia Manor, Forest Green Manor, Lakeland Manor), applications from single persons who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced.
 - 2) Roseland Gardens and Lakewest Senior properties are project-based properties designated for occupancy by Elderly Families. Only families

⁶ This preference shall not apply to units in General Occupancy properties.

whose head, spouse or sole member is a person aged 55 years old or older may be admitted to these properties and no families with children may be admitted.

2. Except as indicated below, these preferences are of equal weight and an applicant may qualify under any of the above categories.
3. Families that do not qualify for one of these preferences and all applicants to multifamily properties will be categorized as “no-local-preference” applicants;
4. Sorting among applicants with equal Local preferences will be by date and time of application or lottery number (whichever system is in effect).

J. Factors other than Preferences that affect selection of Applicants

1. Accessible units: For UFAS accessible units, resident and applicant families that include a member with a disability who is verified to need the features of such units shall be given preference for admission over a family that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

When a UFAS accessible unit becomes available, it shall be offered first to a current resident who needs the features of the unit and second (if there are no residents who need the features and will accept a transfer) to an applicant family with a member who needs the accessibility features.

2. Income targeting: At least 40 percent of public housing admissions in every year shall be families of Extremely Low Income (as defined in Chapter XIII, Definition of Terms).
3. Deconcentration: If at any time, one of DHA’s public housing properties has an average tenant income greater than 15 percent higher than the DHA-wide average income, extremely low and very low income applicants will be targeted for admission until it is within 15 percent of DHA-wide average income. This requirement neither requires nor permits the transfer of families to achieve deconcentration goals.

K. Records Management

Information received by DHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.

All criminal records are maintained in a secured environment in the Applications and Assignments Division. Once the purpose for which the records were obtained is completed, the records are permanently destroyed by shredding.

L. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998 Federal Register

1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and underutilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	5	8
5BR	7	10

2. The following principles govern the size of apartment for which a family will qualify. Generally two people are expected to share a bedroom. The guidance below explains how DHA determines unit sizes to be assigned, but each family, not DHA, decides exactly who shares a bedroom. Units will be so assigned that:
 - a. Children age four and under will be assigned a bedroom with any other child or a parent, regardless of age or sex;
 - b. Children between the ages of five and seventeen and adults will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
 - c. Two children between the ages of five and seventeen of the same sex will be assigned one bedroom;
 - d. Two children between the ages of five and seventeen of the opposite sex will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
 - e. Two adults (eighteen and older) of the same sex are assigned one bedroom regardless of relationship;
 - f. Two adults (eighteen and older) of opposite sex who are spouses or co-heads are assigned one bedroom;
 - g. Adults (eighteen and older) of opposite sex who are not spouses or co-heads of household are assigned separate bedrooms although the actual use of bedrooms is determined by the family
 - h. A single head of household parent will be assigned a separate bedroom from his/her child over age five, although the actual use of bedrooms is determined by the family.
 - i. Exceptions to the largest permissible apartment size may be made when verified to be needed as a reasonable accommodations for a person with disabilities.
 - j. An unborn child will be counted as a person in determining apartment size assigned.
 - a. DHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as it can be verified that the child will be living with the family if they are admitted.
 - b. A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned one or two bedroom units (not

efficiency units).

- c. DHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
- d. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a family may be offered ⁷.
- e. The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.

III. Tenant Selection and Assignment Plan

A. Organizing the Applicant Waiting List

1. Site-based Waiting Lists

DHA has established site-based waiting lists using the method described below in paragraph C:

- a. All mixed finance properties have site-based waiting lists as do the Section 8 multifamily and Project-based properties.
- b. An applicant may apply for admission to up to 3 properties with open waiting lists or may request “first available unit”. This will place his/her name on every waiting list.
- c. When an applicant is processed for admission he/she will be removed from all waiting lists whenever he/she accepts a unit offer, is denied admission due to ineligibility or failure to meet screening standards, or refuses a unit offer without good cause.
- d. Certain public housing properties are occupied only by the transfer of eligible residents who are high performing residents when such transferees are available, including but not limited to those participating in the Family Self Sufficiency Program. These properties include the following:
 - 1) Frazier scattered site homes,
 - 2) Scattered site homes,
 - 3) Single family homes (TX 9-29, TX 9-30, TX 9-37, TX 9-40 and TX 9-42),
 - 4) Frankford Townhomes,
 - 5) Villas at Hillcrest and
 - 6) any single family homes to be developed in the future.
- e. Although applications may be accepted at each authorized site, they will continue to be processed centrally and all offers will be authorized centrally. Further, the central intake and placement office will monitor any increases in racial or ethnic concentration caused by site-based waiting list choices.
- f. The preferences described earlier in this Policy will be used to establish the order of each site-based waiting list and all applicants will retain their initial date and time of application/application number in the conversion.

⁷ Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (categories B.1.3.a. and b.1) and b.2) will receive offers of housing before applicants from the waiting list.
2. In all offers DHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability or familial status. Also, see the DHA **Procedure on Transfers**.
3. Specifically, the following order of offers applies:
 - a. Emergency transfers; **24 CFR § 966.4 (h)**
 - b. Administrative transfers in the following category order:
 - 1) Priority 1: DHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition or disposition of the building or complex;
 - 2) Priority 2: Reasonable accommodations for residents with disabilities **24 CFR § 8.4**
 - 3) Priority 3: Resident Incentive/ Family Self Sufficiency transfers
 - 4) Priority 4: Unit too large or too small for resident family **24 CFR § 966.4(c)**
 - c. New Admissions from the waiting list;
4. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status, PLAN “A”, the one-offer plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause. (see DHA’s **Procedure on Good Cause for Refusal of Unit Offers**)
7. DHA will first match the apartment available to the highest ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application/lowest application number will receive the earlier offer. **24 CFR § 960.206(c)**.
8. If an applicant family’s size changes while on the waiting list, the family is required to contact DHA so they can be placed on the correct sublist by unit size. If DHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit. Some sites may not have units of the size needed by the family and the family will be permitted to select a different site or up to 3 sites.
9. When application processing is delayed because of missing verifications or inconclusive screening information, a family’s application will be suspended for up to 60 days until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position.

10. The applicant must accept any apartment offered within five (5) calendar days of the later of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or the date they are shown the apartment or an equivalent apartment.
11. If the applicant does not accept the unit offer within five (5) calendar days, he/she will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.
12. All offers made over the phone will be confirmed by first class letter⁸.
 - a. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
 - b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.
13. Names will be removed from the waiting list in accordance with DHA's **Procedure on Removing Applications from the Waiting List**.

C. Accessible Units

1. Before offering a UFAS accessible apartment to a non-disabled applicant, DHA will offer such units:
 - a. First, to a current public housing resident with a disability that requires the greatest numbers of the special features of the vacant apartment. **24 CFR § 8.27(1) (a)**
 - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment. **24 CFR § 8.27(1) (b)**
2. When offering an accessible/adaptable apartment to a non-disabled applicant, DHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (2)**
3. If an applicant family includes a member with a visual or hearing impairment, the DHA will retrofit the unit (at DHA's cost) to be offered to the family to make it fully accessible for the family member's disability.

D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and transfer to and within public housing properties (including public housing units at tax credit properties) will be processed centrally by the Intake and Placement Department. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the Intake and Placement office. Offers may be made in person, in writing or by phone from the central office.
2. Note: DHA will be in charge of the application and transfer at process for ALL public housing units/properties. Applications for admission to the market rate units at Low Income Housing Tax Credit properties will be processed by site staff and audited monthly by DHA.

⁸ Or by the communication method requested by an applicant with disabilities

E. Transfers

DHA has three possible types of transfers: Emergency, Administrative and Resident-Incentive. The definition of each is found in the Transfer section.

1. Certain transfers take precedence over new admissions (See paragraph B.1 of this section.
2. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in it’s *Procedure on Good Cause for Refusal of Unit Offers* without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination. **24 CFR § 955.4(c)**
4. Tenants may use the DHA Grievance Procedure if they are refused the right to transfer or if DHA is requiring them to transfer and they do not want to do so. **24 CFR § 966.50**

F. Monitoring Tenant Selection and Assignments

Detailed records of units offered, including the location, date, and circumstances for each acceptance, or refusal of an offer will be maintained and monitored using the DHA **Procedure on Monitoring Tenant Selection and Assignment.**

G. Fair Housing

1. Complaints: DHA will respond to all complaints received from Applicants and tenants who believe that their rights under the Fair Housing Act have been violated. A written record of each complaint including the date, name of the person making the complaint, names of all person(s) involved, investigation of the facts, record of the hearing, and the final decision regarding the complaint will be maintained by DHA. Each complainant will be furnished a written notice of the decision or action taken.
2. Applicants will be advised of their right to file a complaint with the HUD Fair Housing and Equal Opportunity Office. Information outlining how to file complaints with HUD is posted in the Applications and Assignments office and at all DHA housing developments.

Source: Excerpt from *Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing July 2011.*

Section 8 Housing Choice Voucher Program

DHA's policies governing eligibility, selection and admission including admission preferences for the Section 8 Housing Choice Voucher Program are included in the *Dallas Housing Authority Administrative Plan for Housing Voucher Programs*, relevant portions of which are provided below.

***Dallas Housing Authority
Administrative Plan for Housing Voucher Programs
(excerpt)***

Section IV. Admission Standards

Applicants must meet basic eligibility requirements listed below at the time of selection from the Waiting List; otherwise, the Applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. Income Eligibility:

A Family is eligible for assistance under the Section 8 Program if, at the time they receive assistance, the Family meets one of the standards listed below:

- a) has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
- b) qualifies as a Very Low-Income Family (including Extremely Low-Income) under HUD'S approved Income Limits;
- c) qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Rental Rehabilitation or Development activities assisted under section 17 of the 1937 Housing Act (**42 U.S.C.**), or as a result of activities under the Rental Rehabilitation Demonstration Program;
- d) qualifies as a Moderate Income Family and is displaced while living in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990; or
- e) qualifies as a Low-Income Family for assistance as a non-purchasing Family residing in a HOPE 1 (public housing homeownership) or HOPE 2 (homeownership of multi-family units) Project under Section 8 of the 1937 Housing Act (**42 U.S.C.**).

2. General Eligibility

DHA shall consider all Applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

- a) Family: The Applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of "Family"
- b) Income: The Family's Annual Income must be documented and may not exceed the HUD-determined Income Limits for the Family size.

- c) Citizenship or Eligible Immigration Status: DHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a “Mixed Family”. At least one Family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the Family.
- d) Families must provide the following documents for each member as evidence of citizenship or eligible immigration status:
 - a. United States Citizens
 - 1) A written and signed Declaration for each Family member;
 - 2) A United States passport; or
 - 3) Birth Certificate or Certificate of Naturalization and/or other approved documentation.
 - b. Non-Citizen
 - 1) A written and signed Declaration for each Family member;
 - 2) A signed Verification Consent Form; and
 - 3) One of the original U.S. Immigration and Naturalization Service’s documents listed on the Declaration.
- e) Documentation of Full Time College Students of Non-Parental/Guardian Households

DHA shall provide assistance to independent Full Time College Students of legal age or an emancipated Minor under state law that meet the following criteria as stated in **PIH Notice 2005-16**:

- a. Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student’s parent(s) or guardian(s) and the amount of support;
- b. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student’s application by a minimum of one year;
- c. The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Service’s (IRS) tax return; and
- d. The college student must be income eligible.

B. Criminal History Check

DHA shall conduct a criminal background check for every member of the Applicant’s Family age 18 and over. DHA shall screen to ensure that no member of the Family has engaged in violent criminal activity that threatened the safety of the public or in drug related criminal activity.

DHA shall not approve admission of Applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

To avoid admitting such Applicants, DHA shall examine the activity of all adult members of the Applicant's Family for a period of seven (7) years prior to the date of the admission into the program. DHA shall take reasonable steps to ensure that neither the Applicant nor any member of the Applicant's family who will be included on the lease:

1. is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past 7 years. This requirement may be waived if the Applicant demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
2. has a history of criminal activity involving crimes of violence to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel in the past 7 years.
3. has a history of incarceration, parole or probation for drug related crimes, violent crimes or crimes that threaten the health, safety and/or general well being of the community in the past 7 years.
4. DHA may waive the criminal history requirement for Applicants participating in special programs targeting special needs populations such as persons who were formerly incarcerated, homeless persons and families, veterans and/or disabled persons.

C. Additional HUD Eligibility Criteria

DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Program.

1. Drug Related Eviction: DHA shall review residential history to determine if the Family has lived in federally assisted housing, and deny admission if any Family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within seven (7) years of the application date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.
2. Illegal Drug Use: DHA shall deny admission to any Family if there is a reason to believe that a Family member uses or sells illegal drugs or is engaged in drug-related criminal activity; or that a Family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
3. Conviction for Methamphetamine Production: DHA shall permanently deny admission to Families if a member has been convicted for the manufacture of Methamphetamine (also known as speed) in Federally assisted housing.
4. Sex Offenders: DHA shall permanently deny admission to Families if any adult member is subject to a lifetime registration requirement as a sex offender. DHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
5. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any Family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement

may be waived if the Family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol and:

- a. has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if Applicant is from another State; or
 - b. is participating in a supervised alcohol rehabilitation program.
6. Violent Criminal Activity: DHA shall deny admission to any Family if there is reason to believe that a Family member engaged in any of the following acts:
- a. Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim) or
 - b. Any activity involving the use of weapons against persons or property.
7. Crimes That Threaten the Peace, Health and Safety of Others: DHA shall deny admission to any Family if there is reason to believe that a member of the Family has engaged in any activity that threatens the peace, health and safety of others.

D. Other Admission Requirements - Debts Owed to DHA

1. Applicants to the Section 8 program must be free of any debts to DHA or another housing authority before being admitted to the program.
2. Families participating in DHA rental assistance programs may not be indebted to DHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, participants may be permitted to repay their debt in installments. (See HCV Program Integrity and Ethics Policy.)

E. Public Housing and Former Program Participants

Applicants moving from DHA public housing developments shall be screened using the same procedures as Applicants from the Waiting List. Additionally, the record of former Section 8 participants will be researched for possible program violations. The following violations are grounds for denial of admission:

1. While participating in the Section 8 Program, the Family violated any Family Obligation, as set forth in **24 CFR 982.551** as amended. An exception may be granted if the Family member who violated the Family Obligation is not a current member of the household.
2. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. The Family must have paid any outstanding debt owed DHA or another housing authority as a result of prior participation in any federal housing program.
4. Families entering the Section 8 Program from DHA conventional housing programs must be in good standing under the terms of DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
5. Families assessed a debt to DHA, prior to Section 8 HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to the HCV Program Integrity and Ethics policy.

6. No Family member may have been evicted from public housing for non-payment of rent during the past 60 months.
7. No Family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

Applications for the Section 8 Program are accepted periodically when the number of applicants already on the waiting list are insufficient to fill projected slots in the coming 12 months. Specific dates, times and locations for accepting non-preference applications are announced by public notice in area newspapers, on local radio stations and posted in DHA Administrative Offices.

B. How the Waiting List is Organized

DHA will use a lottery system to place families on the non-preference HCV Waiting List. When using the lottery system, DHA shall post in the local newspapers and on its website, the time and date of lottery selection and the number of applicants that will be selected by the lottery. This notice shall be posted with the announcement of the opening of the Waiting List. Applicants placed on the HCV Waiting List using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned numbers and according to DHA Preference(s). Applicants that are selected shall be informed in writing of their selection and placement on the HCV Waiting List. Applicants that are not selected by the lottery will not be placed on the Waiting List and will have to reapply when the Waiting List is re-opened.

Project-Based Assistance properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to Project-based voucher properties.

C. The Application

The application constitutes the basic record of Applicants applying for admission, therefore, Applicants must supply complete and true information. The application, together with all other materials relating to the Applicant's eligibility will be placed and retained in the Applicant's file.

D. Opening the Waiting List

DHA may periodically open the HCV Waiting List to target only admissions for categories of Families that meet specific preferences or funding criteria. DHA may limit the number of applications accepted for targeted admissions in order to meet program objectives. DHA may target information about this limited opening to individuals in the qualifying groups.

E. The Walker Settlement Voucher Waiting List

DHA will maintain a separate Special Admissions Waiting List for applicants that are eligible for the Walker Settlement Voucher program. These applicants will not be added to the HCV Waiting List but are eligible to apply for the HCV Waiting List when

open. Applying for the HCV Waiting List will not affect the applicant's status on the Special Admissions Waiting List. DHA may use a lottery system to place families on the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Each applicant will be randomly assigned a number based on the lottery; this number will NOT be based on the date or time of application. The applicants selected in the lottery will be placed on the Special Admissions Waiting List in order of the randomly assigned number. DHA will not apply Preference(s) to the Special Admission Waiting List. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.

F. Completion of Applications

1. Applications for the Housing Choice Voucher Program may be taken electronically, by telephone, or at designated DHA facilities. The application or pre-application constitutes the basic record of Applicants applying for admission therefore DHA shall only accept completed applications. The application, together with all other materials relating to the Applicants' eligibility shall be placed in the Applicants' file.
2. Applicants who need assistance in completing their applications or who need an alternative method of communication because of disabilities will be furnished with such assistance or alternative communication method upon request.

G. Continuously Assisted Families/ "Special Admissions"

Certain families are issued vouchers or project-based assisted units, outside the context of the waiting list. These families:

1. are being relocated from the Authority's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or
2. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled; or
3. are receiving assistance in a Section 8 SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.

A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.

Generally, DHA will receive replacement housing vouchers to assist these families, but if the process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

H. Administration of the Waiting List

1. Organization of the Waiting List

At a minimum, the HCV Waiting List will include the following information:

- a. The Applicants' name, address, phone number;
- b. The names, relationship to head, sex and age of family members who will live in the assisted unit;
- c. The number of bedrooms for which the Family initially qualifies in accordance to DHA occupancy standards;
- d. The date and time of application or if selected by lottery, the date of lottery pull;
- e. Qualification for any local preferences, if applicable; and
- f. Racial and ethnic designation of the Head of Household.

2. Updating the Section 8 Waiting List

When waiting time for applicants for housing will average more than twenty-four (24) months, DHA may confirm Applicants' continued interest in the Housing Choice Voucher Program and update the Waiting List accordingly. DHA shall contact Applicants at their last known address to determine the continued interest in the program. Applicants not responding to the inquiry within thirty (30) calendar days, or responding negatively, will be removed from the Housing Choice Voucher Waiting List. Once Applicants are removed from the Waiting List, they will be required to re-apply for assistance when the waiting list is open.

3. Suspension of Applications

When it becomes evident that the number of eligible Applicants on the Housing Choice Voucher Waiting List has increased to the extent that there is no reasonable prospect of housing additional Applicants within 36 months, the President and CEO may suspend the taking of further applications. Such suspension will be announced publicly. DHA may also close the Waiting List for administrative purposes. During such periods, DHA may continue to accept applications from Applicants qualifying for targeted funding for specific programs.

I. Selection from the Waiting List: The HCV Program

Applicants that are on the HCV Waiting list prior to January 1, 2009 will be selected on a first come, first served basis according to the date and time the completed applications were received. No Admissions preferences will apply to these Applicants.

Applicants added to the HCV Waiting list after January 1, 2009 will be selected in the following order:

1. So long as available funding permits re-issuance of turnover vouchers, families involuntarily displaced from their current housing due to governmental action or federally designated natural disaster. Families qualifying for this preference shall have a first priority over all other Families applying for housing;
2. So long as available funding permits re-issuance of turnover vouchers, individuals who need and qualify for congregate housing in an assisted living facility shall have second preference for admission, but only to congregate housing assisted living facilities.

3. So long as available funding permits re-issuance of turnover vouchers, families and individuals who have been made homeless by documented domestic violence, shall have second preference over all other families applying for regular vouchers;
4. So long as available funding permits re-issuance of turnover vouchers, individuals graduating from or “aging out” of the foster care program administered by the Texas Department of Protective and Regulatory Services shall have third preference over all other Families applying for housing; and
5. So long as available funding permits re-issuance of turnover vouchers, currently or formerly homeless applicants who are ready to move to project or tenant-based voucher housing providing permanent supportive housing to the homeless shall have fourth preference over all other Families applying for housing; and
6. Applicants that do not meet any Admissions Preferences will be considered non-preference applicants.
7. Within each group, applicants will be processed in lottery number order.

Applicants applying for or qualifying for a specific category of special use vouchers (e.g. Veterans Administration Supportive Housing [VASH] or Family Unification Program [FUP], or Mainstream) may be selected ahead of higher placed Applicants on the HCV Waiting List that do not qualify for the targeting funding.

The final determination of eligibility is made when the Applicants are selected from the HCV Waiting List, and the Applicants income and Family composition is verified.

1. Documentation to Determine Eligibility: All adult members of Applicant families are required to sign HUD’s Form 9886, Authorization to Release Information Privacy Act Notice and disclose the social security number and card for each Family member 6 years of age and older. If a social security number has never been issued for a Family member, the member must obtain a social security number. The parent or guardian of a child or disabled adult must sign a certification statement for each person.

If a Family member does not have the original Social Security card issued by the Social Security Administration, DHA will accept photo identification and verification of the number from the Social Security Office.

2. Documentation of Familial Relationship: Families, as defined in Section of this Plan, must be able to document their relationship as follows:
 - a. Birth Certificates;
 - b. Certificates of birth issued by a physician, midwife or hospital;
 - c. Verification of adoption
 - d. Guardianship or custody documents issued by a magistrate or judge;
 - e. Award Letters showing benefits paid on behalf of a minor or disabled adult;
 - f. Documents from school systems or doctors demonstrating kinship care;
 - g. Prior year’s tax returns showing sharing of expenses;
 - h. Proof of living arrangements and sharing of expenses.

I. Admissions Preferences

Admissions Preferences will not apply to families that applied prior to January 1, 2009 or special admissions applications.

J. Income Targeting

In accordance with Income Targeting requirements established by HUD, seventy-five percent (75%) of the new admissions to the Section 8 Program each year from the waiting list will have incomes at or below thirty percent (30%) of the area median income (extremely low income applicants).

These applicants will be selected before other eligible applicants on an as needed basis to ensure the income targeting requirement is met.

It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families.

Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures or owner opt outs, etc.

K. Special Programs for the Homeless

DHA will set aside no fewer than 25% of its turnover vouchers until a total of 700 is reached for competitive award of tenant-based or Project-Based Assistance for permanent supportive housing for the homeless.

L. Determination of Ineligibility and Informal Review

1. Review for Determination of Ineligibility: DHA shall notify all Applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, Applicants will be allowed to review a copy of relevant documentation regarding the determination.
 - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Vice President of Voucher Programs and/or the designee for an Informal Review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant’s file to ensure that a correct decision about the applicant’s status has been made.
 - b. The request for an Informal Review must be made in writing within ten (10) calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Review within ten (10) calendar days will be ineligible for a review and the denial shall stand. The Informal Review shall be scheduled within thirty (30) calendar days of the Applicant’s request.
 - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the Applicant for consideration.
 - d. The outcome of the Informal Review shall be recorded in the Applicant’s file. If it is determined that the Applicant is eligible, the Family’s name will be placed on the Section 8 Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President

of Voucher Programs will notify the Applicant of the outcome, in writing, within fourteen (14) calendar days after the Applicant's review.

2. Reviews for Applicants after the Issuance of a Voucher: The Vice President of Voucher Programs or his/her designee will review matters presented by Applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
3. Matters Not Subject to Informal Review by Applicants: DHA shall not grant file reviews for matters to:
 - a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
 - b. DHA's determination of Family's unit size under DHA subsidy standards;
 - c. DHA's determination not to approve leasing a unit under the Section 8 Program, or approve a proposed lease;
 - d. DHA's determinations that unit selected does not comply with HQS;
 - e. DHA's determination that a unit selected is not in accordance with HQS because of the size of the Family;
 - f. DHA's refusal to extend Families' voucher past the maximum time allowed under DHA policy;
 - g. DHA's determination of rent reasonableness;
 - h. DHA's schedule of utility allowances; and
 - i. DHA's decision not to approve a unit or tenancy.

DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.

M. Briefing and Issuance of Vouchers

DHA briefs all Families entering the Section 8 Housing Choice Voucher Program for the first time, relocating Families, and Families porting into Dallas (Section 8 participants that transfer from another housing authority).

1. Conducting a Briefing: Briefing attendance is mandatory. Applicants/and participants will receive written notification of the date, time and location of the scheduled briefing. Applicant must call 24 hours prior to the scheduled briefing to reschedule. A maximum of two (2) appointments shall be granted per applicant/tenant. Any Applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an Informal review. Briefings may be conducted in group sessions or individually.

DHA may conduct individual briefings as a reasonable accommodation if needed by persons with disabilities.

Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.

2. Briefing Information: In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Families to seek housing in non-poverty areas by providing:

- a. information or access to the addresses of units available to Section 8 Families, as well as the Landlords' name, and telephone numbers;
- b. information on individual units available for lease;
- c. individual counseling and information about public transportation to view units;
- d. information on neighborhood amenities, including information on crime, schools, day care, health care and public transportation; and
- e. counseling to Families on program matters, and in instances of alleged program discrimination.

N. Promoting Housing Opportunities

DHA seeks to increase the participation of Landlords with units located outside of areas with a high concentration of low-income Families. To accomplish this goal, DHA conducts outreach to Landlords with properties in low-poverty areas and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network and the Cole Indices are used as resources to increase the interest of private Landlords within DHA jurisdiction.

As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Program. DHA provides Landlords with information regarding HUD regulations, Section 8 Program guidelines, fair housing, Housing Quality Standards, and other Landlord related issues. In addition, DHA conducts Landlord workshops, corporate briefings, property visits, and initiates telephone contact with Landlords owning housing units in low-poverty areas.

A low poverty census tract is defined as a census track where the poverty rate is at or below 17.8%, or at or below the overall poverty rate for the principal operating area of DHA, whichever is greater. DHA uses the most recent decennial Census data to determine the poverty rate and provides a listing of the eligible census track areas to landlords and to clients in the briefing packets and in vacancy listings. This is the same targeting required by the Federal Court in the Walker settlement agreement.

The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures

O. The Term of Vouchers

Section 8 vouchers expire 90 days from the date of issuance. DHA will not extend the voucher term except as a reasonable accommodation to persons with disabilities.

Class Members participating in the Walker Settlement Program and actively searching for housing in Predominantly White Areas will be given one hundred twenty (120) days to find suitable housing.

Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given one hundred twenty (120) days to find suitable housing.

Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the Section 8 Voucher. The Family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e., toll) the term of the Family's voucher. Should the Family be required to resume their search for housing (e.g., because the unit selected fails

inspection), the Family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.

The voucher shall be withdrawn if the Family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the Family from completing a new application for the HCV Waiting List, provided DHA has not suspended taking applications for the Section 8 program.

Source: Excerpt from *Dallas Housing Authority Administrative Plan for Housing Voucher Programs*, September 2011.

6.2 Financial Resources

Sources	Original Funding	Estimate of Remaining Funding as of January 1, 2012	Planned Use
Public Housing Resources			
Federal Resources – 2012 Grants			
Public Housing Operating Fund	NA	\$14,557,000	public housing operations
Public Housing Capital Fund	NA	\$5,207,359	public housing capital improvements
Subtotal – 2012 Grants		\$19,764,359	
Public Housing Dwelling Rental Income			
Rental Income	NA	\$7,560,000	public housing operations
Other Income			
Excess Utilities	NA	\$0	public housing operations
Non-Dwelling	NA	\$76,000	public housing operations
Miscellaneous Charges	NA	\$165,000	public housing operations
Late Charges	NA	\$40,000	public housing operations
Subtotal Other Income		\$281,000	
Federal Resources - Prior Year Grants			
2010 Capital Fund Program	\$6,290,743	\$5,290,000	public housing capital improvements
2009 Capital Fund Program	\$6,491,782	\$1,000,000	public housing capital improvements
2010 Replacement Housing Factor Fund Program TX21R009501-10	\$623,386	\$623,386	public housing replacement
2010 Replacement Housing Factor Fund Program TX21R009502-10	\$822,485	\$822,485	public housing replacement
Multi-family Service Coordinator Grant – Forest Green Manor	\$54,900	\$54,900	Service model for multi-family site
2009 Resident Opportunity and Self Sufficiency Program	\$471,094	\$150,000	service delivery model for public housing
2009 HOPE VI Program	\$22,000,000	\$21,500,000	revitalization of the Turner Courts public housing community
1998 HOPE VI Program TX21URD009I198	\$34,907,186	\$2,944,125	revitalization of the Roseland Homes community
1991 Public Housing Development Program TX21P009033	\$8,992,440	\$399,543	development of public housing units
1992 Public Housing Development Program TX21P009034	\$5,450,150	\$5,450,150	development of public housing units

Sources	Original Funding	Estimate of Remaining Funding as of January 1, 2012	Planned Use
1992 Public Housing Development Program TX21P009038	\$1,400,000	\$1,105,194	development of public housing units
1991 – 1992 Public Housing Development Program TX21P009042	\$2,507,900	\$999,410	development of public housing units
Subtotal – Prior Year Grants		\$40,339,193	
Total Resources for Public Housing		\$67,944,552	
Section 8 Program Resources			
Annual Contributions for Section 8 Tenant-Based Assistance	NA	\$140,000,000	payments to landlords
Section 8 Tenant-Based Administration Fee	NA	\$10,000,000	administrative fee
Section 8 Mainstream	NA	\$700,000	payments to landlords
Section 8 Mainstream	NA	\$103,000	administrative fee
Section 8 VASH Vouchers		\$850,000	payments to landlords
Section 8 VASH Vouchers		\$118,000	administrative fee
Section 8 Single Room Occupancy	NA	\$250,000	payments to landlord - Prince of Wales Apartments
Section 8 Shelter Plus Care	NA	\$150,960	payments to landlord – Hillcrest House
Multi Family Service Coordinator Grant – Forest Green	\$54,900	\$54,900	Service model for Multi Family Site
Multi Family Service Coordinator Grant – Lakeland Manor	\$54,900	\$54,900	Service model for Multi Family Site
Project Based Multi Family HAP Contract – Forest Green		\$1,300,402	Multi Family Operations
Project Based Multi Family HAP Contract – Estelle		\$1,654,842	Multi Family Operations
Project Based Multi Family HAP Contract – Lakeland		\$851,298	Multi Family Operations
Total Resources for Section 8 Program		\$156,088,302	
Total Resources		\$224,032,854	

6.3 Rent Determinations

Public Housing

DHA's policies governing rent determination for the public housing program are included in the *Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing*, relevant portions of which are provided below.

Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing (excerpt)

X. Flat Rents (Public Housing only)

A. Flat Rents

1. Flat rents are market-based rents.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents do not have a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with project-paid utilities.
4. DHA will take the following information into account in developing its Flat rent Schedule:
 - a. Rents of non-assisted rental units in the immediate neighborhood
 - b. Whether utilities are resident-paid or project-paid
 - c. Size of DHA's units compared to non-assisted rental units from the neighborhood
 - d. Age, type of apartment and condition of DHA's units compared to non-assisted rental units from the neighborhood
 - e. Land use in the surrounding neighborhood
 - f. Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job training programs, etc.) at DHA's properties and in the surrounding neighborhood
 - g. Crime in DHA's developments and the surrounding neighborhood
 - h. Quality of local schools serving each DHA development
 - i. Availability of public transportation at each DHA development
 - j. Availability of accessible units for persons with mobility impairments.

B. Annual Update of Flat Rents

1. DHA shall review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents as described above.
3. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next annual reexamination rather than when DHA may revise the Flat rents.

C. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each family is offered a choice between paying the income-based rent

and the Flat rent applicable to the unit they will be occupying.

2. Because of the way the Federal law is written, choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

XI. Determining Income and Rent

A. Annual Income 24 CFR § 5,609

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-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 below, or is specifically excluded from income by other federal statute. 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 operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
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 the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If 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;

5. 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 [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member of any age;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income 24 CFR § 5.609

Annual Income does not include the following:

1. Income from the 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 individuals with disabilities, unrelated to the resident 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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

(See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security, supplemental security, or Veterans Administration income benefits.)
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, provided the person meets the definition of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited

- time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
 10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 12. Adoption assistance payments in excess of \$480 per adopted child;
 13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means 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 DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned

working ten hours per week at minimum wage, under which they qualify as unemployed).

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Deferred payments of VA disability benefits that are received in a lump sum payment;
16. 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;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
18. 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 United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC 1552 (b)**
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. 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 Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**
- 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 USC 1087 uu**
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
- 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 USC 9858q**
- n. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 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;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- 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;
- 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;
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- t. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- u. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and

v. Kinship Guardian assistance payments and other guardianship care payments;

C. Anticipating Annual Income 24 CFR § 5.609(d)

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income 24 CFR § 5.611

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

All Families Eligible if Verified:

1. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
2. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. Work-related Disability Expenses — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

Only elderly and disabled families eligible, when verified:

4. Medical Expense Deduction — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in the next section.
 6. Optional Deductions/Exemptions: DHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect.

E. Computing Income-based Rent and Choice of Rent in Public Housing 24 CFR § 5.628

1. Total Tenant Payment (TTP)
 - a. The first step in computing income-based rent is to determine each family's Total Tenant Payment or TTP.
 - b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
 - c. The result of this computation, if a positive number, is the Tenant Rent.
 - d. If the Total Tenant Payment minus the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by the DHA.
2. Total Tenant Payment (income-based rent) is the higher of:
 - a. 30% of adjusted monthly income;
 - or
 - b. 10% of monthly income;
 - but never less than the
 - c. Minimum Rent of \$50;
 - and not more than the
 - d. Flat Rent, if chosen by the family

3. Tenant rent
 - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
 - b. In developments where the DHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**
4. Minimum Rent
 - a. The public housing Minimum Rent shall be \$50 per month.
 - b. The multifamily housing Minimum rent shall be \$25 per month
5. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

 - a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - b. The family would be evicted as result of the imposition of the minimum rent requirements;
 - c. The income of the family has decreased because of changed circumstances, including loss of employment;
 - d. A death in the family has occurred;
6. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.
7. Choice of Rent (public housing only)

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

Source: Excerpt from *Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing, July 2011.*

Section 8 Housing Choice Voucher Program

DHA's policies governing rent determination for the Section 8 Housing Choice Voucher Program are included in the *Dallas Housing Authority Administrative Plan for Housing Voucher Programs*, relevant portions of which are provided below.

***Dallas Housing Authority
Administrative Plan for Housing Voucher Programs***
(excerpt)

Section VI. Payment and Subsidy Standards

DHA shall determine the Family's unit size and Family contribution of housing cost in accordance with HUD regulations, as revised, using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. DHA will establish program Payment Standards by balancing the competing needs of setting Payment Standards as low as possible to assist as the highest number of Families within available funding, while still setting the Standards high enough to ensure that Families can find and lease housing in non-impacted neighborhoods. The range of possible Payment Standards is between 110 percent and 90 percent of HUD's Fair Market Rent standard. HUD has established a payment standard equal to 125% of the FMR for Class Members participating in the Walker Settlement Program residing in Tarrant County utilizing the vouchers in predominantly white areas.
2. DHA will monitor the effect of the Payment Standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in non-impacted neighborhoods, staff will recommend an increase in the Payment Standard to the Board of Commissioners.
3. The Payment Standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective January 1 of the following year for all regular Housing Choice Voucher Families.
4. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
 - a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
 - b. DHA shall avoid concentration of Section 8 Families in high poverty areas.
 - c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. DHA shall ensure that the majority of Families are not paying more than 40% of their income for their housing cost.

DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing Subsidy Standards. Maximum Subsidy Standards for an eligible Family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as a member of the assisted household unless they are the spouse of the family head (and were married after the application was received) or were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to DHA.
3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will not approve the addition of adults to a client family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.
4. The Vice President of Voucher Programs, or his/her designee shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the Head of Household with written notification of the determination within fourteen (14) calendar days of the Family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. DHA's decision about whether or not to permit the addition of a Live-in Aide to a voucher household shall be based upon verification that:
 - a. The person to be assisted by the live-in aide qualifies as an Individual with a disability as defined at **24 CFR part 8.3**; and
 - b. A qualified medical practitioner verifies that the live-in aide is needed because of the disability; and
 - c. That the individual proposed as the Live-in Aide possesses the skills and ability needed to provide the services needed by the person with a disability.
 - d. Dallas Housing Authority shall notify the Family of the decision to approve or deny the Live-in Aide in writing within fourteen (14) business days from the date all required documentation is provided.
2. The Family and Live-in Aide will be required to submit a certification that the Live-in Aide is (1) not obligated to 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.
3. Under this guideline, a spouse or boyfriend/girlfriend cannot be a live-in aide (since they would be living in the unit anyway).
4. A live-in aide cannot have a job outside the unit or another place to live since he/she is verified to be necessary to provide care on a live-in basis.

5. Live-in Aides are required to attend the annual recertification appointments with the Head of Household and DHA must determine annually the eligibility of the household for a Live in Aide.
6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not a family member, his/her income is not counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a “remaining member of a tenant/client family”.
7. The Live-In Aide must meet DHA’s screening criteria. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with the HCV or Public Housing programs.

D. Family Subsidy Standard during participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher although such additions to the family must be reported within ten (10) business days of occurrence;
2. DHA will not permit the addition of adult family members to the family unless such addition will not increase the voucher size for which the family qualifies;
3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room) DHA will notify the Head of Household of the need to move and issue the Family another Housing Choice Voucher at the termination of the family’s lease.
4. The standards applicable to adding a Live-in Aide to the household (who is, by definition a household member but not a family member) during the family’s participation are the same as those listed under “Family Subsidy Standards at Admission”

E. Occupancy Standards

In an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher. DHA shall issue a voucher for the smallest sized unit possible using the following standards:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom. Children will not be assigned a separate bedroom until they are 5 years of age. Children 4 and under may be assigned a bedroom with someone of the opposite sex.
3. Persons of opposite sex will not be assigned a single bedroom, unless they are married couples or children under 4 years of age. A single parent and child may occupy the same bedroom until the child reaches 5 years of age.
4. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. Since a live-in aide is one person, no additional bedrooms will be considered for the Live-In Aide’s Family. A live-in aide must not have another residence, but rather must live in the unit.
5. A bedroom will not be allocated to house furniture and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a

disability. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a wheelchair.

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the affordability may not exceed 40% of adjusted monthly income. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family

G. Remaining Family Member

1. Under certain circumstances the original Family composition may be altered when the Head of Household leaves the unit. A Remaining Family Member, as defined by HUD, is an adult Family member already in the household at the time the Head of Household permanently leaves the household.
2. If the Head of Household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult Family member capable of assuming the Head of Household position, the voucher assistance will pass to that Remaining Family Member, who will then become the Head of Household.
3. When the Head of Household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher. DHA may waive the criminal history requirement for Applicants participating in special programs targeting special needs populations such as persons who were formerly incarcerated, homeless persons and families, veterans and/or disabled persons.
4. If there are more than one qualified remaining Family members, 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.
5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.
6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.

H. Temporary Absence of Head of Household

1. If the Head of Household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the Section 8 HAP will be provided for a maximum of 90 days. The absent Head of Household's income will continue to be counted and the Family will be responsible for their portion of rent to the Landlord for the 90 day period. If the Head of Household is unable to return to the Section 8

Housing Program assisted unit after the 90-day period, DHA will no longer consider the absent Family member the Head of Household and the Family may utilize the provisions of section G.

2. An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household and is available to move into the unit and assume the role as Head of Household, DHA may consider the addition of this adult as the Head of Household. The adult assuming the role as Head of Household must assume legal custody, kinship care of the minor children. The newly designated Head of Household must meet DHA's eligibility standards and their income will be used to determine the Family's share of housing assistance. For the benefit of the minor children, the newly designated Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the unit and grants written authorization. In such cases, the initial Head of Household's claim to Section 8 assistance is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.

I. Separation or Divorce

In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which Family members continue to receive Section 8 assistance. In cases where no settlement or judicial decree exists, DHA will:

1. grant the voucher to the Family member who retains custody of the minor children or who cares for Disabled Family members;
2. grant the voucher to the Family members forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household;
3. grant the voucher to the Family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
4. DHA will not grant both parents of minor children a voucher.

J. Determination of Family Share of Housing Cost

The Family's contribution to the housing cost will be based upon the verified Annual and Adjusted Income as defined in HUD regulations.

The amount of the Total Tenant Payment will be calculated based on the highest of:

1. ten percent (10%) of the monthly unadjusted Family Income;
2. thirty percent (30%) of the Family's monthly adjusted income;
3. DHA minimum rent of \$50.00, effective January 1, 2005.
4. The actual amount of the family's contribution will be the Total Tenant Payment unless the family chooses a unit with a gross rent higher than the payment standard. In this instance the family's contribution to housing cost will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the payment standard.

K. Exemption from Minimum Rent Requirement

Families paying the minimum rent required by DHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their Family. DHA will consider the following hardships:

1. The Family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program;
2. The income of the Family has decreased because of changed circumstances including loss of employment; or
3. A death in the Family (as defined in DHA Policy 500-6) has occurred.

The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

L. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deduction as identified in **24 CFR 5.611 and 24 CFR 5.617**.

1. Mandatory Deductions include:
 - a. \$480 for each dependent;
 - b. \$400 for elderly or disabled Families;
 - c. un-reimbursed anticipated annual medical expenses of Elderly or Disabled Families that exceed three percent (3%) of annual adjusted income;
 - d. un-reimbursed disability assistance expenses for care or apparatus for disabled Family members that exceed three percent (3%) of annual adjusted income and permit an adult family member to work; and
 - e. reasonable child care expenses to allow an adult Family member to work, actively seek work, or attend school.

M. Verification of Income, Assets and Deductions

DHA shall follow HUD's regulations and guidance on the verification of income, assets and asset income and deductions from income. See **Procedure on Verification of Information**.

N. Non-Cash Contributions To Families

In determining Annual Income, regular non-cash contributions from persons outside the Family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; DHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third party verification.

O. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8

assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves) but is not applied during subsequent years of occupancy in a unit already under lease.

P Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction, and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than \$1 per unit month.

Q. Utility Reimbursements

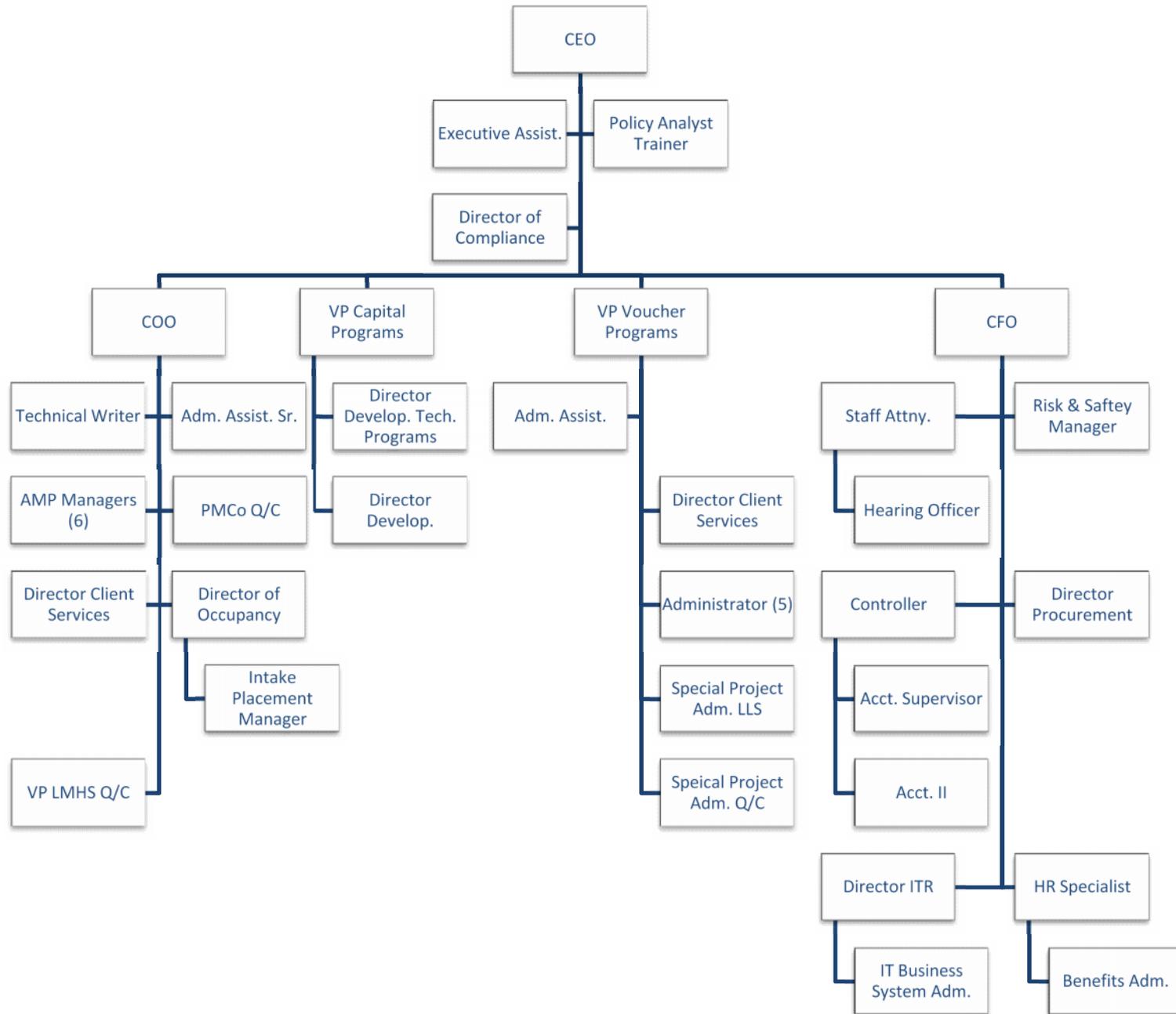
When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the Family's total tenant payment, DHA shall issue the Family a payment each month for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement.

Source: Excerpt from *Dallas Housing Authority Administrative Plan for Housing Voucher Programs*, September 2011.

6.4 Operation and Management

The Housing Authority of the City of Dallas, Texas (DHA) was created in 1937. Its five-member Board of Commissioners is appointed by the mayor of the City of Dallas. The organizational chart on the following page shows DHA's management structure and organization.

DHA Organizational Chart



DHA operates 3,381 public housing units and administers 17,843 Section 8 Housing Choice Vouchers. The following DHA policies and procedures provide the rules, standards, and policies for the management and maintenance of DHA's public housing program and administration of the Section 8 Housing Choice Voucher program.

Public Housing Maintenance and Management

Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing (Policy number 600-1)

Section 8 Housing Choice Voucher Program

Dallas Housing Authority Administrative Plan for Housing Voucher Programs (Policy number 500-1)

6.5 Grievance Procedures

DHA provides a grievance and information hearing and review process for program participants and applicants who wish to appeal an action of failure to act by DHA in accordance with DHA policies and procedures or the individual tenant's lease that adversely affects the individual applicant's or tenant's rights, duties, welfare and status.

Applicants

Applicants who are determined to be ineligible will be so notified in writing of the reason(s) for the determination of ineligibility and the Applicant's right to submit a written request for an informal hearing within ten (10) calendar days of the date of the notice.

Applicant determined to be ineligible will be notified in writing of the reason(s) for the determination of ineligibility and the Applicant's right to submit a written request for an informal hearing within ten (10) calendar days of the date of the notice. DHA will schedule the hearing and will provide the Applicant with a copy of any information DHA used to determine the Applicant is ineligible.

Public Housing Tenants

A tenant must begin the grievance process by requesting and attending an informal settlement conference with DHA to discuss whether the grievance can be settled without a hearing. The informal conference will be held within 10 days of the tenant making the request. Following the conference, DHA will provide a written summary of the information discussion, along with the procedures by which a tenant may obtain a formal hearing. Should the tenant fail to attend the informal conference, DHA will provide procedures by which the tenant may request a formal hearing. The hearing panel will consist of three hearing officers, including two impartial and disinterested parties appointed by the Counsel of Presidents and the DHA Hearing Officer. The tenant will be afforded a fair hearing. Following the formal hearing, the DHA Hearing Officer will prepare a written decision, together with the reasons for the decision.

Section 8

An informal hearing is offered to a Family participating in the Section 8 Housing Choice Voucher Program based on DHA's decision affecting the Family in the Housing Choice Voucher Program in accordance with DHA procedures for Informal Hearings.

DHA shall give a participant an opportunity for an informal hearing in disputes involving the following cases:

1. A determination of the amount of the total tenant payment or tenant rent;

2. A determination of appropriate utility allowance;
3. A determination of family unit size under payment standard; and
4. A decision to terminate assistance.

DHA will designate a hearing officer to conduct the informal hearing. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person. Following the informal hearing, the hearing officer shall make his/her decision based upon factual determinations relating to the individual circumstances of the participant as demonstrated by the evidence presented at the hearing. The hearing officer shall make his/her decision in writing and based on the facts established, HUD regulations, DHA policies and rules, and applicable law. The decision will clearly state the reasons on which the decision is arrived. A copy of the decision shall be furnished promptly to the participant.

6.6 Designated Housing for Elderly and Disabled Families

The Dallas Housing Authority does not anticipate making an application to designate any existing public housing sites for occupancy by elderly and/or disabled families. The Housing Authority has four elderly/disabled public housing sites – Park Manor (TX009000009 – 196 units), Brooks Manor (TX009000010 – 227 units), and Audelia Manor (TX009000012 – 123 units). DHA anticipates the construction of an 85-unit elderly/disabled housing facility at the Roseland Homes site. Additionally, DHA plans an 85-unit senior building at the Turner Courts HOPE VI site. A designated housing plan will be submitted to HUD in 2011 for the senior building at the Turner Courts HOPE VI site.

6.7 Community Service and Self-Sufficiency

Services and Amenities

DHA is committed to assisting its families to become economically and socially self-sufficient and offers the Family Self-Sufficiency Program (FSS) to both its public housing and Section 8 residents. DHA provides, either itself or through agreements with other service entities, a large variety of programs and services to assist families to become self sufficient. These include education programs for all ages, job training and job search assistance, and support services such as transportation, health services and child care.

Education

Through its partners, DHA offers numerous education programs such GED training, adult literacy, early childhood education at four on-site Head Start facilities, and home study centers at each of its housing developments for school-age children. DHA also provides Neighborhood Network or Computer Centers at nine housing developments, providing computer training and access to computers, fax machines, and copiers to assist with employment and education opportunities.

Job Training and Job Search Assistance

DHA provides facilities for its partners to provide on-site job training. This training includes optical technician training, computer skills, computer literacy, keyboarding, and business development. DHA and its partners also provide job readiness programs, resume writing assistance, pre-employment skills training, and job search assistance. DHA also promotes and helps to coordinate several job fairs each year.

Support Services

To assist families to become economically and socially self-sufficient, DHA also provides numerous services to its families including case management, health fairs, homeownership training, youth and adult leadership mentoring. As funds are available, DHA also provides transportation assistance and childcare services. Additionally, Head Start facilities are located on four of DHA's public housing developments.

Section 3

The purpose of the Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment, job training, and other economic opportunities generated by certain financial assistance received from the U.S. Department of Housing and Urban Development (HUD), to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, is directed to low- and very low-income residents, in connection with projects and activities in their neighborhoods (referred to as Section 3 residents).

Accordingly, it is the policy of DHA to utilize residents and other Section 3-eligible persons and businesses whose contractors are partially- or wholly- funded with monies from HUD. DHA has an active, nationally-recognized Section 3 program and strongly supports opportunities for residents to access education, training, and employment. Where applicable, DHA procurements include in its selection criteria commitment to employ Section 3 residents. DHA actively monitors and enforces the standard Section 3 language included in its contracts with vendors and service providers.

DHA's strong Section 3 program requires its contractors, subcontractors, and other vendors to provide employment, training, and business opportunities at all levels for residents of DHA communities.

Additionally, the Section 3 program promotes economic development and self-sufficiency through entrepreneurial and community reinvestment opportunities. DHA's Frazier Neighborhood Network Center works directly with residents in providing employment opportunities, educational opportunities, and training, through DHA's partnership with for-profit and non-profit entities.

Accordingly, DHA requires its contractors and any tier subcontractors to provide, to the greatest extent feasible, training and employment opportunities to Section 3 residents to meet or exceed 30% of the aggregate number of all new hires in any fiscal year in the following order of priority:

- Priority 1: A resident of DHA housing site where the work is being done
- Priority 2: A resident of any DHA housing site, then any other DHA sponsored program (such as Housing Choice Voucher program).
- Priority 3: A participant in HUD YouthBuild Program
- Priority 4: A low or very-low income resident of DHA

Community Service Requirements

DHA's community service policy is included in its *Admissions and Continued Occupancy Policy for Low Rent Housing* (ACOP). This section of the ACOP is reprinted below.

Dallas Housing Authority
Admissions and Continued Occupancy Policy for Low Rent Housing
(excerpt)

XIV. DHA PUBLIC HOUSING COMMUNITY SERVICE POLICY

A. Background

1. As all staff of DHA know, the Community Service requirement is only applicable to residents of public housing properties or residents living in ACC subsidized units at mixed finance properties. No one living in a multifamily property or a project based voucher property or using a tenant based voucher in a market rate unit at a mixed finance property is subject to the Community Service requirement.
2. DHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, DHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self sufficiency, as monitored monthly.
3. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
4. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

B. Definitions

1. Community Service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
 - a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
 - b. Work with a non-profit organization that serves DHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, Neighborhood clean-up programs, Beautification programs, etc.;
 - c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.;
 - d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;
 - e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);

- f. Work with other youth, disability service or advocacy, or senior organizations;
- g. Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);
- h. Work at the property to help with children's programs;
- i. Work at the property to help with senior programs;
- j. Help neighborhood groups with special projects;
- k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;
- l. Care for the children of other residents so they may volunteer.

2. Political activity is excluded.

- 3. Work activity must not take the place of work performed by paid employees.
- 4. Self Sufficiency Activities - include, but are not limited to:
 - a. Job readiness programs;
 - b. Job training programs;
 - c. Skills training programs;
 - d. Higher education (Junior college or college);
 - e. Vocational education;
 - f. GED classes;
 - g. Verifiable job search activities;
 - h. Apprenticeships;
 - i. Substance abuse or mental health counseling;
 - j. English proficiency or literacy (reading) classes;
 - k. Parenting classes;
 - l. Budgeting and credit counseling;
 - m. Any kind of class that helps a person toward economic independence;
 - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.
 - o. The self sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.
- 5. Exempt Adult - an adult member of the family who is not required to perform Community Service because he/she:
 - a. Is 62 years of age or older
 - b. Has a disability that can be verified to prevent him/her from being gainfully employed as verified through DHA's Reasonable Accommodation procedure.
 - c. Is verified to be the fulltime caretaker of a disabled person

- d. Is working at least 20 hours per week
- e. Qualifies as a full-time student at a secondary school or an institution of higher learning

C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of Community service or self sufficiency activity.
2. The 8 hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. DHA will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the DHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations
 - a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must
 - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.
 - b. Once each month non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous month to the Housing Manager.
 - c. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.
6. Change in exempt status:
 - a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to DHA and provide documentation of such.
 - b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to DHA and the property manager.
 - c. The Housing Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. DHA obligations

1. To the greatest extent possible and practicable, DHA and its property managers will
 - a. provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self Sufficiency obligations;
 - b. include in the Community Service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
 - c. provide referrals for volunteer work or self sufficiency programs.
2. The property manager will provide the family with exemption verification forms and Recording/ Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. DHA will make the final determination as to whether or not a family member is exempt from the Community Service/Self Sufficiency requirement.
4. Residents may use DHA's Grievance Procedure if they disagree with DHA's determination.

E. Noncompliance of a non-exempt family member

1. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self sufficiency activity, the non-exempt adult shall be considered to be in noncompliance.
2. When a property manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the property manager shall send a Notice of Lease Violation to the head of household.
3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the Manager.
4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
5. The family may use DHA's Grievance Procedure to contest the lease termination.

Source: Excerpt from *Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing, July, 2011.*

6.8 Safety and Crime Prevention

To reduce the amount of crime at DHA's housing sites and the surrounding community, DHA has implemented several safety and crime prevention measures. These measures include physical improvements such as additional security lighting and access gates, additional police presence at the housing sites, and safety and crime prevention programs. All housing sites are required to have a crime watch organization. If there is not an active resident council at the site, the manager will chair the crime watch program. Representatives from the City of Dallas Police Department attend the monthly crime watch meetings at each housing site. DHA meets regularly with the Police Department to develop and refine strategies to reduce the incidence of crime at the housing

sites. DHA has also implemented lease provisions aimed at reducing the amount of crime at its properties.

6.9 Pets

DHA's policies and requirements regarding pet ownership are included in the *Dallas Housing Authority Pet Ownership Policy*, relevant portions of which are reprinted below.

Dallas Housing Authority PET OWNERSHIP POLICY (excerpt)

A. Exemption From the Pet Rules for Assistive Animals (Service and Companion Animals for Individuals with Disabilities)

The rules contained in this pet policy do not apply to service or companion animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, the Housing Authority may require documentation from a qualified medical practitioner limited to:

1. Verification that the person making the request is a person with a disability;
2. Verification that the animal is needed by a person with a disability, either to provide a service or to act as a companion;
3. Verification that the animal owned by the individual with a disability will meet the need identified;
4. Verification that someone in the household is able to care for the animal or that alternative arrangements have been made that will not impair the animal's health or safety.
5. Verification that the animal is current on any required inoculations.

B. Pet Rules

The following rules shall apply for the keeping of common household pets by Residents living in the units operated by the Housing Authority.

1. Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits), that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded mammal at any time, one 10 gallon fish tank or one cage with up to 4 birds. Visiting guests with pets will not be allowed. Since assistive animals are not pets, visiting guests with service animals are permitted.
3. Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual re-examination. The registration will include: (*Appendix 1*)
 - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
 - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by

- applicable State and Local Law;
- The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
 - The Authority may refuse to register a pet if:
 - a) The pet is not a common household pet;
 - b) The keeping of the pet would violate any applicable house pet rule;
 - c) The pet owner fails to provide complete pet registration information;
 - d) The pet owner fails to update the pet registration annually;
 - e) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
 - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
 - a) State the reasons for refusing to register the pet;
 - b) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
 - c) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed twenty five (25) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals or to companion animals already owned by an applicant at admission.
 5. No pit bulls, Dobermans, Rottweilers, or any other known fighter breed will be allowed on the premises.
 6. All cat and dog pets shall be verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
 7. In public housing properties, a non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet. This fee does not apply to assistive animals for persons with disabilities.
 8. In multifamily properties a refundable pet deposit equaling HUD's maximum deposit limit shall be charged before a resident will be allowed to keep a cat or a dog (in compliance with the other requirements herein).
 9. Pets shall be quartered in the Resident's unit.
 10. Dogs and cats shall be kept on a leash or in a crate or carrier and controlled by a responsible

individual when taken outside.

11. No dog houses will be allowed on the premises.
12. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed. Pets (dogs and cats), shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.
13. Pet owners must comply with all applicable City Ordinances concerning pets.
14. The pet owner is responsible for the pet's health and condition.
15. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph C3 below.
16. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
16. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
17. Residents will not feed or water stray animals or wild animals.
18. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
19. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. Pet Rule Violation Procedure

NOTICE OF PET RULE VIOLATION (Appendix 3):

1. When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:
 - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
 - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
5. The notice must state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.

PET RULE VIOLATION MEETING:

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
- Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

NOTICE OF PET REMOVAL:

If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:

The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

D. Protection of the Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet;

- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1 b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

E. Nuisance or Threat to Health or Safety

Nothing in this policy prohibits the Authority or the appropriate City authority from requiring the removal of any pet from the Authority property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

F. Application of Rules

1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

Source: Excerpt from *Dallas Housing Authority Pet Ownership Policy*.

6.10 Civil Rights Certification

DHA carries out its activities in compliance 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. DHA regularly examines its programs and any proposed programs to identify any impediments to fair housing choice within those programs. DHA addresses those impediments in a reasonable fashion in view of the available resources; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing, and assures that its annual plan is consistent with the City of Dallas' Consolidated Plan. The required Civil Rights Certification is included in Attachment J.

6.11 Fiscal Year Audit

The FY2010 Audit under Single Audit Act was completed and submitted to HUD and Federal Audit Clearing House during August 2011. The audit report on the financial statement is "Unqualified". This audit report contains one (1) finding related to internal controls and program compliance which has been addressed and corrected with necessary actions and changes in the procedures.

6.12 Asset Management

DHA has converted to asset management including AMP-based accounting and budgeting for all its public housing sites. DHA annually assesses the physical needs of each of its properties and updates its long-range repair, renovation, and modernization plans for each property. DHA also annually reviews the operations of each of its housing sites to assess strengths at each properties and areas for improvement.

6.13 Violence Against Women

DHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking. DHA staff including housing managers and

service coordinators work with residents who report being victims of such violence by providing referrals to outside agencies who can assist these residents. DHA also coordinates on-site programs to help residents who may be victims of abuse. DHA will offer a resident in this situation an opportunity to relocate if necessary. Further, in compliance with the Violence Against Women Act, DHA will not terminate the lease or evict victims of criminal activity related to their victimization. Victims have 14 days to certify or provide other documentation of their status. DHA recently adopted a preference for admission to the Section 8 Housing Choice Voucher Program for persons who have been made homeless due to documented domestic violence.

Dallas Housing Authority

FY 2012 PHA Plan

Attachment C

**7.0. HOPE VI, Mixed Finance Modernization or Development,
Demolition and/or Disposition, Conversion of Public Housing,
Homeownership Programs, and Project-based Vouchers**

7.0 HOPE VI, Mixed Finance Modernization or Development

7.1 HOPE VI or Mixed Finance Modernization or Development

7.1.1 Description of any housing for which the PHA will apply for HOPE VI or Mixed Finance Modernization

DHA anticipates submitting a HOPE VI application or mixed finance proposals for Cedar Springs Place. DHA will submit mixed finance proposals for the rental phases of the Turner Courts HOPE VI project in the fall of 2011. The homeownership term sheet for the Turner Courts HOPE VI project will also be submitted in the fall of 2011.

7.1.2 Timetable for submission of applications or proposals

Any HOPE VI application will be submitted per the requirements published in the Notice of Funding Availability (NOFA).

7.2 Demolition and/or Disposition

7.2.1 Description of any housing for which the PHA will apply or is currently pending for demolition or disposition

DHA anticipates requesting demolition and/or disposition approval of Little Mexico Village, and Cedar Springs Place. DHA has request demolition approval of Cedar Springs Addition and anticipates submitting disposition approval of the site separately. In 2009 DHA received disposition approval for Pebbles Apartments. Information regarding these sites is provided in the table on the following page.

DHA Anticipated Demolition/Disposition Sites

Housing Development	AMP Number	# of Units	# of Accessible Units	Bedroom Distribution
Cedar Springs Place	TX009000003	182	8	1 br – 72 2 br – 88 3 br – 18 4 br – 0 5 br – 5
Cedar Springs Addition	TX009000003	220	11	1 br – 92 2 br – 73 3 br – 42 4 br – 13
Pebbles Apartments	TX009000015	42	2	1 br – 26 2 br – 8 3 br – 8

7.2.2 Timetable for the demolition or disposition

DHA has disposed of Pebbles Apartments to Metro Dallas Homeless Alliance. DHA anticipates disposition of Cedar Springs Place within the next two years. DHA has submitted a demolition plan to the Special Applications Center (SAC) for Cedar Springs Place Addition and plans to submit a disposition plan within the next two years.

7.3 Conversion of Public Housing

7.3.1 Description of any building or buildings that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert

DHA is not required to convert any of its buildings to tenant-based assistance, nor does DHA anticipate voluntarily converting any buildings.

7.3.2 Analysis of projects or buildings required to be converted

Not applicable.

7.3.3 Statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion

Not applicable.

7.4 Homeownership

DHA has participated in several homeownership programs including two programs at Lakewest where DHA sold public housing property to a private developer and Habitat for Humanity. The first of these homeownership programs, with market rate and affordable housing was complete in 2004. Construction on the second program, also being developed by a private developer and Habitat for Humanity, includes both market-rate and affordable homeownership units.

As part of its HOPE VI program at Frazier Courts, DHA has entered into a master development agreement for the development of 51 affordable

homeownership units. The developer includes Habitat for Humanity, ICDC – a non-profit organization, and Townhaven Homes – a for-profit contract. These homeownership units will be constructed on approximately 6.4 acres of land of the former Frazier Courts site. As of June 2011, 40 homes have been completed and sold.

As part of the HOPE VI program for Turner Courts, DHA will partner with Habitat for Humanity to develop sixteen (16) homeownership units in the South Dallas neighborhood that includes the Turner site.

7.5 Project-Based Vouchers

DHA reserves the right to allocate up to 20 percent of its Section 8 Housing Choice Vouchers for the potential use under the Section 8 Project-Based Voucher Assistance Program. The proposed units may be located throughout DHA's jurisdiction. This potential reallocation of the Section 8 Project-Based Assistance is consistent with DHA's Agency Plan and goal of providing quality affordable housing to low-income families and will increase housing choices for these families. DHA anticipates using 182 Section 8 Project-Based Vouchers in connection with its recently funded HOPE VI program for Turner Courts.

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment D
8.0 Capital Improvements**

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report

Part I: Summary		Grant Type and Number		FFY of Grant: 2012	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950112 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant Approval:	
Type of Grant	Original Annual Statement Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies Report for Period Ending:	Revised Annual Statement (revision no:) Final Performance and Evaluation Report	Total Actual Cost 1	
Line	Summary by Development Account	Total Estimated Cost	Obligated	Expended	
	Original	Revised 2			
1	Total non-CFF Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 20) ³	\$917,600.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$100,000.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 20)	\$400,000.00	\$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	\$150,000.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$440,000.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$3,004,400.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$40,000.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities 4	\$0.00	\$0.00	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report.
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
3 PHAs with under 250 units in management may use 100% of CFF Grants for operations.
4 RHF funds shall be included here.

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: TX21P00950112 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2012 FFY of Grant Approval:	
PHA Name: Housing Authority of the City of Dallas, Texas		Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		Revised Annual Statement (revision no:) Final Performance and Evaluation Report	
Type of Grant		Summary by Development Account		Total Estimated Cost	
X Original Annual Statement		Original		Revised 2	
Line		Original		Obligated	
		Total Estimated Cost		Total Actual Cost 1	
		Original		Expended	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$5,052,000.00	\$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 Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$755,000.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security - Hard Costs	\$183,400.00	\$0.00	\$0.00	\$0.00
25	Amount of line 20 Related to Energy Conservation Measures	\$1,461,000.00	\$0.00	\$0.00	\$0.00
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

- 1 To be completed for the Performance and Evaluation Report.
- 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
- 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
- 4 RHF funds shall be included here.

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2012				
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950112						
Development Number Name/PHA-Wide Activities		CFFP (Yes / No): NO		Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 1 TX009000001								
Roseland Townhomes								
	1. Operating	1406	1	\$25,000.00				
	2. Landscape	1450	1	\$25,000.00				
	3. Gutter repair	1460	1	\$15,000.00				
	1. Landscape	1450	1	\$25,000.00				
	2. Gutter repair	1460	1	\$15,000.00				
Carroll Townhomes								
Monarch Townhomes								
Lakeview Townhomes								
AMP 3 TX009000003								
Frazier Fellowship								
	1. Security	1406	1	\$40,000.00				
	2. Operating	1406	1	\$20,000.00				
Wahoo Frazier								
	1. Security	1406	1	\$40,000.00				
Mill City								
	1. Security	1406	1	\$40,000.00				

Page 70
 1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2012			
PHA Name:		Capital Fund Program Grant No: TX21P00950112		CFPP (Yes / No): NO			
Housing Authority of the City of Dallas, Texas		Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2
AMP 5 TX009000005							
Park Manor	1. Replace concrete patio	1450	1	\$80,000.00			
	2. Paint fence	1450	1	\$10,000.00			
	3. Security door upgrade	1460	1	\$60,000.00			
	4. Operating	1406	1	\$10,000.00			
	5. Security	1406	1	\$60,000.00			
Brooks Manor	1. Replace hall lighting	1460	1	\$150,000.00			
	2. Replace ceiling tile	1470	1	\$40,000.00			
	4. Operating	1406	1	\$10,000.00			
	5. Security	1406	1	\$80,000.00			
	6. Security door upgrade	1460	1	\$63,200.00			
Cliff Manor	1. Operating	1406	1	\$10,000.00			
	2. Security	1406	1	\$50,000.00			
	3. Security Door upgrade	1460	1	\$60,200.00			
Andelia Manor	1. Operating	1406	1	\$9,600.00			
	2. Security	1406	1	\$30,000.00			

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2012						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950112 CFFP (Yes / No): NO Replacement Housing Factor Grant No:				Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 7 TX009000007 Kelly Blvd.	1. Replace carpet	1460	19	\$100,000.00				
Hidden Ridge Apartments	1. Operating 2. Security 3. Replace HVAC	1406 1406 1460	1 1 228	\$14,000.00 \$65,000.00 \$684,000.00				
Villas at Hillcrest								
Frankford Townhomes	1. Repair sprinkler system 2. Replace carpet	1450 1460	1 76	\$80,000.00 \$200,000.00				
Scattered Site Tex 9-29	1. Operating 2. Replace windows	1406 1460	1 22	\$8,000.00 \$122,000.00				
Scattered Site Tex 9-30	1. Replace windows	1460	20	\$100,000.00				
Scattered Site Tex -37	1. Replace windows	1460	15	\$100,000.00				

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of the City of Dallas, Texas					
Federal FFY of Grant: 2012					
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1					
Roseland Homes					
Roseland Townhomes					
Roseland Estates					
Carroll Townhomes					
Monarch Townhomes					
Lakeview Townhomes					
AMP 2					
Frazier Fellowship					
Wahoo Frazier					
Mill City Frazier					
AMP 3					
Little Mexico Village					
Cedar Springs Place					
Brackins Village					
AMP 4					
Hamptons at Lakewest					
Kingbridge Crossing					
Villa Creek Townhomes					
Lakewest Village (S.F.)					
AMP 5					
Park Manor					
Brooks Manor					
Cliff Manor					
Audelia Manor					

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment E
8.0 Capital Improvements**

8.2 Capital Fund Program Five-Year Action Plan

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Part I: Summary						
PHA Name/Number Dallas Housing Authority TX0009		Locality (City/County & State) Dallas, Dallas, Texas			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement For Year 1 FFY 2012	Work Statement for Year 2 FFY 2013	Work Statement for Year 2 FFY 2014	Work Statement for Year 2 FFY 2015	Work Statement for Year 2 FFY 2016
B.	Physical Improvements Subtotal	Annual Statement	\$ 5,689,100.00	\$ 5,682,600.00	\$ 4,918,600.00	\$ 5,770,800.00
C.	Management Improvements		\$ 2,144,000.00	\$ 2,094,000.00	\$ 1,844,000.00	\$ 1,844,000.00
D.	PHA-Wide Non-dwelling Structures and Equipment		\$ 130,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
E.	Administration		\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
F.	Other		\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
G.	Operations		\$ 287,000.00	\$ 287,000.00	\$ 287,000.00	\$ 287,000.00
H.	Demolition					
I.	Development					
J.	Capital Fund Financing - Debt Service					
K.	Total CFP Funds		\$ 8,580,100.00	\$ 8,413,600.00	\$ 7,399,600.00	\$ 8,231,800.00
L.	Total Non-CFP Funds					
M.	Grand Total		\$ 8,580,100.00	\$ 8,413,600.00	\$ 7,399,600.00	\$ 8,231,800.00

Capital Fund Program - Five Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statement (s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2013</u>			Work Statement for Year <u>2014</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	AMP 6			AMP 6		
	TX00900006			TX00900006		
	Conner Drive			Conner Drive		
	1. Strip parking lot	1	\$ 6,000.00	1. Sprinkler system	1	\$ 25,000.00
	2. Replace HVAC	11	\$ 55,000.00	2. Replace water heater	11	\$ 20,000.00
	3. Upgrade Elec Disttribution	1	\$ 50,000.00			
	Larimore Lane			Larimore Lane		
	1. Replace kitchen cabinets	21	\$ 168,000.00	1. Paint exterior	21	\$ 75,000.00
	2. Upgrade Elec Distribution	1	\$ 50,000.00			
	Military Parkway			Military Parkway		
	1. Strip parking lot	1	\$ 6,000.00	1. Sprinkler system	1	\$ 25,000.00
	2. Replace HVAC	25	\$ 125,000.00	2. Replace water heater	25	\$ 30,000.00
	3. Upgrade Elec Distribution	1	\$ 75,000.00			
	Barbara Jordan Square			Barbara Jordan Square		
	1. Upgrade elec Distribution	1	\$ 100,000.00	1. Paint exterior	1	\$ 175,000.00
	Frazier Single Family			Frazier Single Family		
	1. Update sprinkler system	6	\$ 12,000.00			
	Roseland Scattered Sites			Roseland Scattered Sites		
	1. Strip parking lots	1	\$ 9,000.00	1. Paint exterior	1	\$ 100,000.00
	2. Landscape	1	\$ 5,000.00			
		Subtotal of Estimated Cost	\$ 661,000.00		Subtotal of Estimated Cost	\$ 450,000.00

Capital Fund Program - Five Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statement (s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2015</u>			Work Statement for Year <u>2016</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	AMP 6			AMP 6		
	TX00900006			TX00900006		
	Conner Drive			Conner Drive		
	1. Paint exterior	11	\$ 75,000.00			
	2. Fence repair	1	\$ 5,000.00			
	Larimore Lane			Larimore Lane		
	Military Parkway			Military Parkway		
	1. Paint exterior	25	\$ 125,000.00			
	2. Fence repair	1	\$ 5,000.00			
	Barbara Jordan Square			Barbara Jordan Square		
	1. Paint fence	1	\$ 25,000.00			
	Frazier Single Family			Frazier Single Family		
	1. Paint exterior	6	\$ 25,000.00	1. Replace water heaters	6	\$ 3,600.00
	Roseland Scattered Sites			Roseland Scattered Sites		
	1. Replace fences	1	\$ 42,000.00	1. Replace HVAC	64	\$ 325,000.00
	Subtotal of Estimated Cost		\$ 302,000.00	Subtotal of Estimated Cost		\$ 328,600.00

Capital Fund Program - Five Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statement (s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2013</u>			Work Statement for Year <u>2014</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	AMP 7			AMP 7		
	TX00900007			TX00900007		
	Kelly Blvd.			Kelly Blvd.		
	1. Upgrade Elec Distribution	1	\$ 60,000.00	1. Remodel kitchens	19	\$ 152,000.00
	Hidden Ridge Apts.			Hidden Ridge Apts.		
	1. Replace carpet	228	\$ 912,000.00	1. Paint exterior	9	\$ 150,000.00
	Villas at Hillcrest			Villas at Hillcrest		
	1. Replace carpet	40	\$ 100,000.00	1. Upgrade site lighting	1	\$ 20,000.00
	Frankford Townhomes			Frankford Townhomes		
	1. Remodel kitchens	76	\$ 608,000.00	1. Replace water heaters	76	\$ 100,000.00
	Single Family Homes 9-29			Single Family Homes 9-29		
	1. Replace carpet	22	\$ 66,000.00	1. Install sprinkler system	22	\$ 33,000.00
	2. Paint exterior	22	\$ 33,000.00	2. Replace water heaters	22	\$ 13,200.00
	Single Family Homes 9-30			Single Family Homes 9-30		
	1. Replace carpet	20	\$ 60,000.00	1. Install sprinkler system	20	\$ 30,000.00
	2. Paint exterior	20	\$ 30,000.00	2. Replace water heaters	20	\$ 12,000.00
	Subtotal of Estimated Cost			Subtotal of Estimated Cost		
			\$ 1,869,000.00			\$ 510,200.00

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part II: Supporting Pages - Physical Needs Work Statement (s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2015</u>			Work Statement for Year <u>2016</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	AMP 7			AMP 7		
	TX00900007			TX00900007		
	Kelly Blvd.			Kelly Blvd.		
	1. Replace water heaters	19	\$ 11,400.00	1. Replace fence	1	\$ 15,000.00
	Hidden Ridge Apts.			Hidden Ridge Apts.		
	1. Upgrade playgrounds	1	\$ 50,000.00			
	Villas at Hillcrest			Villas at Hillcrest		
	1. Paint exterior	10	\$ 75,000.00			
	2. Replace appliances	40	\$ 80,000.00			
	Frankford Townhomes			Frankford Townhomes		
	1. Upgrade playground	1	\$ 50,000.00	1. Replace HVAC	76	\$ 380,000.00
	Single Family Homes 9-29			Single Family Homes 9-29		
	1. Replace HVAC	22	\$ 110,000.00	1. Repair fences		\$ 5,000.00
	Single Family Homes 9-30			Single Family Homes 9-30		
	1. Replace HVAC	20	\$ 100,000.00	1. Repair fences		\$ 5,000.00
		Subtotal of Estimated Cost	\$ 476,400.00		Subtotal of Estimated Cost	\$ 405,000.00

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Part III: Supporting Pages - Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2012	Work Statement for Year <u>2013</u>		Work Statement for Year <u>2014</u>	
	FFY		FFY	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name	Estimated Cost
	AMP 1		AMP 1	
I. Security	\$ 112,680.00	I. Security	\$ 112,680.00	
	AMP 2		AMP 2	
I. Security	\$ 132,000.00	I. Security	\$ 132,000.00	
	AMP 3		AMP 3	
I. Security	\$ 144,000.00	I. Security	\$ 144,000.00	
	AMP 4		AMP 4	
I. Security	\$ 135,000.00	I. Security	\$ 135,000.00	
	AMP 5		AMP 5	
I. Security	\$ 253,200.00	I. Security	\$ 253,200.00	
	AMP 6		AMP 6	
I. Security	\$ 70,920.00	I. Security	\$ 70,920.00	
	AMP 7		AMP 7	
I. Security	\$ 79,200.00	I. Security	\$ 79,200.00	
	Subtotal of Estimated Cost	\$ 927,000.00	Subtotal of Estimated Cost	\$ 927,000.00

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Part III: Supporting Pages - Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2012	Work Statement for Year <u>2015</u> FFY		Work Statement for Year <u>2016</u> FFY	
	Development Number/Name	Estimated Cost	Development Number/Name	Estimated Cost
	General Description of Major Work Categories			
	AMP 1		AMP 1	
	I. Security	\$ 112,680.00	I. Security	\$ 112,680.00
	AMP 2		AMP 2	
	I. Security	\$ 132,000.00	I. Security	\$ 132,000.00
	AMP 3		AMP 3	
	I. Security	\$ 144,000.00	I. Security	\$ 144,000.00
	AMP 4		AMP 4	
	I. Security	\$ 135,000.00	I. Security	\$ 135,000.00
	AMP 5		AMP 5	
	I. Security	\$ 253,200.00	I. Security	\$ 253,200.00
	AMP 6		AMP 6	
	I. Security	\$ 70,920.00	I. Security	\$ 70,920.00
	AMP 7		AMP 7	
	I. Security	\$ 79,200.00	I. Security	\$ 79,200.00
	Subtotal of Estimated Cost	\$ 927,000.00	Subtotal of Estimated Cost	\$ 927,000.00

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment F
9.0 Housing Needs**

As shown below, the City of Dallas' Five Year Consolidated Plan, FY 2008-2009 through FY 2012-2013, identifies over 200,000 households with unmet housing needs.

Priority Housing Needs/Investment Plan Table

Priority Housing Needs (households)		Priority		Unmet Need
Renter	Small Related	0-30%	H	15,000
		31-50%	H	11,000
		51-80%	M	7,094
	Large Related	0-30%	H	9,675
		31-50%	H	11,400
		51-80%	M	5,602
	Elderly	0-30%	H	6,066
		31-50%	H	3,048
		51-80%	M	1,625
	All Other	0-30%	H	12,167
		31-50%	H	10,928
		51-80%	M	10,061
Owner	Small Related	0-30%	H	15,380
		31-50%	H	9,911
		51-80%	H	13,560
	Large Related	0-30%	H	1,000
		31-50%	H	13,560
		51-80%	H	1,000
	Elderly	0-30%	H	6,000
		31-50%	H	12,000
		51-80%	H	6,000
	All Other	0-30%	H	5,000
		31-50%	H	16,000
		51-80%	H	15,000

Source: City of Dallas' Five Year Consolidated Plan, FY 2008-2009 through FY 2012-2013

DHA's waiting lists reflect this information, showing more than 27,000 on the combined waiting lists. As shown below, the large majority of these households have incomes below 30% AMI. Further, a majority are families with children, and in the public housing program, the greatest need is for one-bedroom units.

Public Housing Waiting List

	Total	Percent
Income		
All Income Ranges	18,330	100%
Extremely Low-Income (<= 30% AMI)	5,096	28%
Very Low – Income (31% - 50% AMI)	371	2%
Low-Income (51 – 80% AMI)	206	1%
Undefined	12,657	69%
Race		
African-American	15,862	86%
American Indian	63	0%
Asian/Pacific Islander	87	0%
Mixed	38	0%
White	151	1%
Undefined	858	5%
Ethnicity		
Hispanic	1,135	6%
Family Type		
Families with Children	14,806	81%
Elderly	529	3%
Disabled	1,159	6%
Bedroom Size Needed		
0	151	1%
1	9,344	51%
2	6,061	33%
3	2,450	13%
4	258	1%
5	99	1%

Source: DHA Information Technology Resources June 15, 2011

Section 8 Waiting List
Total

	Total	Percent
Income		
All Income Ranges	16,425	100%
Extremely Low-Income (<= 30% AMI)	15,168	92%
Very Low – Income (31% - 50% AMI)	714	4%
Low-Income (51 – 80% AMI)	420	3%
Undefined	123	1%
Race		
African-American	15,338	93%
American Indian	15	0%
Asian/Pacific Islander	31	0%
Mixed	42	0%
White	3	0%
Undefined	198	1%
Ethnicity		
Hispanic	15,338	93%
Family Type		
Families with Children	2,639	16%
Elderly	708	4%
Disabled	3,027	18%

Source: DHA Information Technology Resources June 15, 2011

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment G
9.1 Strategy for Addressing Housing Needs**

The strategies for meeting the housing needs identified in 9.0 are provided below.

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:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Seeking 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
- 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

Strategy 2: Increase the number of affordable housing units:

- 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

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

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

- Adopt rent policies to support and encourage work

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

Strategy: Target available assistance to families at or below 50% of AMI

- Adopt rent policies to support and encourage work

Need: Specific Family Types: The Elderly

Strategy: Target available assistance to the elderly:

- Apply for special-purpose vouchers targeted to the elderly, should they become available

Need: Specific Family Types: Families with Disabilities

Strategy: Target available assistance to 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
- Affirmatively market to local non-profit agencies that assist families with disabilities

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:

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

Strategy 2: Conduct activities to affirmatively further fair housing

- 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

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment H
10.0a. Progress in Meeting Mission and Goals**

Below is a brief summary of DHA's progress in meeting its mission and goals during the initial year of the 2010 – 2014 Five Year Plan. (Note: Because of the posting and submission requirements, the status only covers the period from January 1 through June 30, 2010. The 2012 Annual Plan will include the status for the remainder of 2010.)

5.2.1. Increase the availability of decent, safe, and affordable housing

5.2.1.a. Expand the supply of assisted housing

Objectives:

- Apply for additional rental vouchers
- Reduce public housing vacancies
- Leverage private or other public funds to create additional housing opportunities
- Acquire or build units or developments

***June 30, 2010 Status:** DHA applied for and received a second allocation of 105 VASH vouchers and is anticipating receipt of an additional 100 VASH vouchers by the end of 2010. DHA also received renewal funding for 125 Mainstream Vouchers.*

DHA has leveraged its public housing and Section 8 resources with low-income housing tax credits, private activity bonds, and private debt to create additional housing opportunities. Working with Stonegate Senior Care, a private developer, DHA completed construction and occupancy of Lakewest Senior Village. This senior housing facility provides 360 housing units for low-income residents. Project based vouchers have been committed to all 360 units in the project. Total development cost of this project was \$26 million.

The next phase of the Lakewest senior project is the Lakewest Skilled Nursing facility. Again working with Stonegate Senior Care, DHA began construction of the 115-bed skilled nursing facility. Construction is anticipated to be complete at the end of the second quarter of 2011. Total development cost of this project is anticipated to be \$10 million. As with Lakewest Senior Village, DHA is providing the land for the project through a long-term ground lease at a nominal cost.

In June 2010 DHA received notification of a \$22 million HOPE VI award for the Turner Courts housing development. For this project, DHA will leverage the HOPE VI funds with \$25 million in private activity bonds, \$3.9 million from the City of Dallas, \$14.9 million in private debt, \$18.3 million in tax credit equity, \$1.4 million in financial and in-kind services from Habitat for Humanity, and \$13.7 million in Community and Support Services (CSS) commitments. DHA will also use \$2.1 million from its Capital Fund Program funds and \$2 million from its earned Developer Fee from the Frazier Courts redevelopment.

June 30, 2011 Status: DHA received 100 new Section 8 Housing Choice Vouchers for the VASH Program to provide housing for homeless veterans.

DHA's public housing program is 98% leased. This high lease-up rate is attributed to the site based waiting list procedures DHA recently adopted which allow families to apply for housing at the specific sites in which they want to live. Under the previous system, families frequently turned down units in sites where they did not want to live.

The Lakewest Skilled Nursing facility was complete in May 2011. Working with Stonegate Senior Care, DHA began construction of the 115-bed skilled nursing facility in late 2010. Total development cost of this project was \$10 million. As with Lakewest Senior Village, DHA provided the land for the project through a long-term ground lease at a nominal cost.

The next phase of the Lakewest development is an assisted living center which will have 132 beds in 65 two-bedroom style units. Construction of this congregate care facility will begin in late 2011.

DHA is continuing to implement the 2009 HOPE VI program for the redevelopment of Turner Courts in South Dallas. In July 2011 the City of Dallas Planning and Zoning Commission approved the revised plat, clearing the way for City Council approval and construction of 323 units on the site. Working with Habitat for Humanity, DHA will also develop 16 homeownership units in the Bonton/Rochester Park neighborhood.

In 2010, Carpenter's Point was opened in South Dallas. This 150-unit housing facility for seniors was co-developed by Frazier Berean Baptist and Carlton Residential Properties and is located adjacent to DHA's Frazier HOPE VI community. DHA provided Section 8 Project Based Vouchers as leverage for the development which is fully leased.

5.2.1.b. Improve the quality of assisted housing

Objectives:

- Improve public housing management (PHAS score)
- Improve voucher management (SEMAP score)
- Increase customer satisfaction
- Concentrate on efforts to improve specific management functions (e.g. public housing finance, voucher unit inspections, etc.)
- Renovate or modernize public housing units
- Demolish or dispose of obsolete public housing
- Provide replacement public housing
- Provide replacement vouchers

June 30, 2010 Status: DHA received an exemption for PHAS reporting in 2009.

The SEMAP score for 2009 was 83, up from the 78 received in 2008. The Section 8 Department conducts monthly file audits and periodic reviews of internal processes, procedures, and reports. DHA revised its Quality Assurance Plan to include quality control and tracking. The Section 8 Department has begun screening files prior to submission in PIC and has set a goal of screening at least 50% of the files prior to PIC

submission. Additionally, DHA has engaged the services of outside consultants to conduct a RIM review and to review files for several SEMAP indicators.

DHA has implemented a Customer Service Comment Card to measure the quality of the customer service it provides to its clients and staff follows-up to address any client concerns.

To improve financial management, the Finance Department now provides monthly Income and Expense reports by site.

To provide improved support system service, the Information Services Department has upgraded the network bandwidth, infrastructure, servers, operating systems, and software applications. The Department has also begun providing a document imaging system and has provided enhancements to the reporting systems and the Housing Management System.

In December 2009, DHA received approval to dispose of the Pebbles Apartment complex to the Metro Dallas Homeless Alliance (MDHA) who will provide living space and services to formerly homeless individuals and families at the site. DHA has entered into a long-term ground lease with (MDHA) for the facility.

In late 2009 DHA completed demolition at Rhoads Terrace and Turner Courts. DHA will redevelop the Turner Courts site through the HOPE VI program and anticipates selling to the Rhoads Terrace site for redevelopment as a single-family community. DHA received 282 vouchers for the units demolished at Rhoads Terrace.

In mid 2010 DHA will submit a request for disposition for Cedar Springs Place and a request for demolition and disposition of Cedar Springs Place Addition. DHA anticipates selling Cedar Springs Place to a developer who will demolish the structures and rebuild on the site. DHA plans to demolish Cedar Springs Place and rebuild affordable housing on the site utilizing low-income housing tax credits and other resources.

June 30, 2011 Status: *DHA received a rating of Standard Performer on PHAS, capturing 26 of the 30 available points on the Management Assessment Subsystem System Indicator. Eleven of the sixteen Asset Managed Projects (AMPS) received a REAC score above 85%. In July of 2010, DHA centralized all eligibility and continued occupancy functions. The occupancy department implemented site based waiting lists and an annual mass recertification schedule, improving the PIC reporting rate from an average of 94% to 99.55% in one annual cycle. DHA also set aside 50 units in the Cliff Manor mixed population building for permanent supportive housing as well as employing aggressive outreach to vulnerable homeless single persons and families to offer them housing.*

DHA's Housing Operations implemented a quarterly townhall meeting format in which the directors and Vice President of Housing Operations meets with residents to update them on DHA and housing news. The first round of townhall meetings were held in Fall 2010 with high attendance at each property and have continued every quarter. Housing Operations has also created a bimonthly newsletter that highlights resident services to improve customer satisfaction. DHA eliminated the work order center, which gives residents the opportunity to interact with their property manager in filling work order requests. DHA also revised the Grievance Policy in 2010.

DHA received a 79 SEMAP score in 2010 due primarily to a lower than normal lease-up rate. To increase the lease-up, DHA opened the waiting list in May for the first time in six (6) years. DHA received more than 15,000 applications which it has reduced to 5,000 through a lottery system.

DHA is continuing to renovate and rebuild its housing stock to provide affordable housing for low-income families. In 2010 DHA received notification of award of \$22 million in HOPE VI funds for the Turner Courts site in south Dallas. In 2009 DHA demolished both Turner Courts and Rhoads Terrace in anticipation of redeveloping the sites. DHA has completed the plans and specifications for the new units at Turner and anticipates construction to begin in late 2011.

DHA has submitted an application to the HUD Special Applications Center for demolition of the buildings at Cedar Springs Addition.

5.2.1.c. Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling
- Conduct outreach efforts to potential voucher landlords
- Reduce voucher payment standards
- Continue voucher homeownership program
- Implement other homeownership programs as practical
- Implement public housing site-based waiting lists
- Convert public housing to vouchers

***June 30, 2010 Status:** DHA provides each voucher recipient a Section 8 Briefing Package and the recipient may select from 25 amenity brochures that summarize the features of Predominately White Areas (as defined in the Walker housing desegregation lawsuit) within DHA's jurisdiction. DHA anticipates providing voucher mobility counseling to 30 families during 2010. As of June, five families had received counseling. Through June, 16 Walker relocation briefings were conducted and an additional 21 briefings are anticipated by year-end.*

As of June, there were 8,026 landlords participating in the Section 8 program. DHA anticipates adding at least 389 additional landlords by the end of the year. Since the first of the year DHA has hosted 13 orientation sessions for new landlords and anticipates hosting 16 more by the end of the year as well as two seminars regarding the Section 8 program for existing landlords. DHA has added 331 new housing units to the Section 8 program since the beginning of the year and anticipates adding 500 more by the end of the year.

Four hundred and fifty (450) families have identified homeownership as one of their goals. To assist these families, DHA hosted a Section 8 Homeownership seminar this year in which 210 families were invited. Fifty-one (51) families participated in the seminar. A second seminar is scheduled prior to the end of the year. DHA refers families to the Dallas County Home Loan Center for credit counseling prior to purchase of a home.

In the first quarter of 2010, DHA implemented site-based waiting lists for all its housing developments.

June 30, 2011 Status: *DHA is in the process of accessing the availability of the 2010 census data. As soon as resources and data reports are available, DHA will update materials to reflect the 2010 data.*

DHA is completing a homeownership program at the Frazier Courts site. DHA provided a portion of the land at the site to a developer comprised of ICDC and Habitat for Humanity. To date 40 of the planned 51 homes on this site have been completed and sold.

DHA is beginning a homeownership program in the Bonton/Rochester Park neighborhood. Working with Habitat for Humanity, DHA will develop 16 in-fill homeownership units as part of its Turner Courts HOPE VI project.

5.2.2. Improve community quality of life and economic vitality

5.2.2.a. Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments
- 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
- Reserve up to 20% of the Section 8 Housing Choice Vouchers for Project-Based assistance which will provide housing for families with special needs.

June 30, 2010 Status: *DHA has implemented security improvements at all its housing developments, including the installation of security lighting at several housing developments using its ARRA funds. Neighborhood crime watch groups have been formed at each housing site.*

DHA has approved 709 Section 8 project-based assistance units at 16 different properties and anticipates an additional 827 by year-end. As a result of issuing a Request for Proposals (RFP) for owners to provide project-based assistance, DHA is currently negotiating contracts with owners of five complexes for additional project-based assisted units. A second RFP for at least 340 units will be issued in July.

June 30, 2011 Status: *DHA has approved Section 8 Project-Based contracts for 827 permanent supportive housing units as well as 150 units for the elderly at Carpenter's Point in South Dallas and units for the elderly at Peach Tree in Garland.*

5.2.3. Promote self-sufficiency and asset development of families and individuals

5.2.3.a. Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families
- Provide or attract supportive services to improve assistance recipients' employability
- Provide or attract supportive services to increase independence for the elderly or families with disabilities

***June 30, 2010 Status:** The Section 8 Family Self-Sufficiency (FSS) Program currently has 950 families enrolled. Two new families were enrolled in 2010. DHA anticipates an additional 50 families will enroll by year-end. Through June, 200 families had attended orientation for the FSS Program. Also through June, 30 families had met their FSS goals and an additional 75 families are expected to meet their FSS goals this year.*

DHA has executed Memoranda of Understanding (MOUs) with over 90 service providers to provide services for its residents. The Authority is in the process of establishing an Annual Partners Symposium to evaluate partnerships.

***June 30, 2011 Status:** As part of the service delivery effort, DHA held a Partner's Symposium in which over 70 partners and resident council officers attended an all day educational and networking forum. DHA has also separated the function of the Resident Advisory Board and the Resident Council to allow resident council officers to focus on quality of life and service delivery at the property level.*

5.2.4. Ensure Equal Opportunity in Housing for all Americans

5.2.4.a. 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
- Reserve up to 20% of the Section 8 Housing Choice Vouchers for Project-Based assistance which will provide housing for families with special needs
- Comply with the Violence Against Women and Justice Department Reauthorization Action of 2005 (VAWA)

***June 30, 2010 Status:** Requests for Proposals (RFPs), award announcements, bids, opening and closing of the waiting list, etc. are advertised in local media outlets including the Dallas Morning News, Dallas Weekly, El Hispano News, Chamber of Commerce, City Hall and other outreach locations. Information is also included on DHA's website.*

DHA has hired several bilingual staff members to assist clients who do not speak English. DHA will conduct approximately 20,000 HQS inspections of Section 8 units this

year. Through June, a total of 13,189 inspections were completed, including 8,080 annual inspections, 1,874 initial inspections, 2,714 re-inspections, and 521 special inspections. A minimum of five percent (5%) of the dwelling units at all housing sites is handicap accessible. DHA recently completed an inspection of all properties for compliance with UFAS and ADA requirements. The Authority has reserved approximately 700 Section 8 vouchers for project-based assistance for families with special needs.

To comply with the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA) DHA will not terminate the housing assistance of any family if it is determined that criminal activity is directly related to domestic violence, dating violence, or stalking.

June 30, 2011 Status: To reach a greater pool of applicants, DHA has partnered with several service providers to target groups who may not know of DHA's services or who are less likely to apply including the elderly, persons with disabilities, and persons with special needs. Additionally, DHA has translated its application into Spanish and Vietnamese to make it more accessible for persons who may have limited English speaking skills.

As part of its efforts to comply with the Violence Against Women and Justice Department Reauthorization Action of 2005, DHA recently adopted a preference for admission to the Section 8 Housing Choice Voucher Program for persons who have been made homeless due to documented domestic violence.

5.2.5. Promote resident employment and business opportunities

5.2.5.a. Promote resident employment and business opportunities

Objectives:

- Continue to operate a Section 3 Training and Employment program
- Encourage independent contractors to hire Section 3 residents
- Actively solicit resident owned businesses for contracts

June 30, 2010 Status:

Under Section 3, residents were hired for a combination of professional, office, technical, and various trade positions. Additionally, DHA created an apprenticeship program. Through June 30, 705 residents have been hired for trade positions (clerical, craft, semi-skilled workers); 42 residents have been hired in skilled and professional fields; and 21 residents have received training at the Frazier Neighborhood Network Center.

June 30, 2011 Status: The Section 3 program includes the following parties: DHA; DHA contractors; Section 3 residents employed by DHA; Section 3 residents in DHA's Section 3 Apprenticeship Program; Section 3 residents who obtained employment through other non-DHA contractors, such as local employers, as a direct effort of DHA

staff at DHA's Frazier Neighborhood Network Center (FNNC); and residents who received training through DHA's partnerships in the community.

DHA's FNNC works directly with all DHA residents, including Section 3 residents, in providing jobs, job training and contracting opportunities. The same strategy of an amalgamation of apprenticeship, training and employment hours apply to staffing is utilized for Section 3 residents receiving FNNC services.

The Section 3 report is submitted annually to HUD by December 31 of each year. In 2010, 399 residents were hired for trade positions (clerical, craft, and semi-skilled workers); 191 residents were hired in skilled and professional fields; and 526 residents received training at the Frazier Neighborhood Network Center. Additionally, DHA created an apprenticeship program. This information will be updated in the next report.

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment I
10.0b. Definition of “Significant Amendment” and
“Substantial Deviation/Modification”**

The Housing Authority of the City of Dallas, Texas (DHA) will use the following definition for “Substantial Deviation” and “Significant Amendment or Modification” to the Agency Plan:

Any deviation, change, or additional provision which alters the original intent of the provisions described in this Plan, or which substantially affects the achievement of quantifiable performance indicators; or

Any addition of non-emergency work items (items not included in the current Annual Statement or Five Year Action Plan) over \$500,000.

An exception to this definition will be made for any of the above that are adopted to reflect changes mandated by Congress or HUD regulatory requirements; such changes will not be considered significant amendments by DHA.

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment J
11.0 Certifications**

- a. Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)
- b. Form HUD-50070, *Certification for a Drug-Free Workplace*
- c. Form HUD-50071, *Certification of Payments to Influence Federal Transactions*
- d. Form SF-LLL, *Disclosure of Lobbying Activities*
- e. Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet*

Resolution No. 4472

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011
----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

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 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 1/1/12, 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 certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. 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.
5. 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.
6. The PHA certifies that it 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.
7. 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.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - 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).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. 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.
11. 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.

12. 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.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. 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.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. 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), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. 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.
20. 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.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Dallas Housing Authority

TX009

PHA Name

PHA Number/HA Code

 5-Year PHA Plan for Fiscal Years 20 - 20

 X Annual PHA Plan for Fiscal Years 20 12 - 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 Pedro Aguirre	Title Vice Chairman
Signature 	Date 19 SEPT 2011

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

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 Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency 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, and will affirmatively further fair housing.

Housing Authority of the City of Dallas, Texas

TX009

PHA Name

PHA Number/HA Code

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 Pedro Aguirre	Title Vice Chairman
Signature 	Date 19 Sept 2011

form HUD-50077-CR (1/2009)
OMB Approval No. 2577-0226

Resolution No. 4472

**RESOLUTION APPROVING
THE 2012 PHA PLAN AND
2010 – 2014 FIVE-YEAR PLAN UPDATE
AND AUTHORIZING SUBMISSION OF THE PLAN TO HUD**

WHEREAS, The Housing Authority of the City of Dallas, Texas (DHA), has established an annual planning process for implementation of activities to meet its goals and objectives; and

WHEREAS, the results of this process are memorialized in an Annual and Five-Year PHA Plan; and

WHEREAS, DHA has prepared the 2012 PHA Plan and 2010-2014 Five-Year Plan Update in accordance with statutory and regulatory requirements; and

WHEREAS, the Plan has been posted for a minimum of 45 days and a public hearing has been held to obtain public comment on the Plan.

NOW THEREFORE, BE IT RESOLVED THAT,

The Board of Commissioners of the Housing Authority of the City of Dallas, Texas approves the 2012 PHA Plan and 2010-2014 Five-Year Update and authorizes submission of the Plan to the U.S. Department of Housing and Urban Development.

Adopted by the Dallas Housing Authority
Board of Commissioners
September 19, 2011

CERTIFICATE OF RECORDING OFFICER

The undersigned, being the recorder and custodian of the Minutes of the governing body of The Housing Authority of the City of Dallas, Texas, certifies that on Monday, September 19, 2011 at a validly convened Regular meeting of the Board of Commissioners of said Authority at which a quorum was present and voting, the attached Resolution No. 4472 entitled "A Resolution Approving the 2012 PHA Plan and 2010-1014 Five-Year Plan Update and Authorizing Submission of the Plan to HUD" was introduced, read and duly adopted.

IN WITNESS WHEREOF my hand and seal of the Authority, this 20th day September 2011.



MaryAnn Russ, Secretary
The Housing Authority of the
City of Dallas, Texas

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Dallas, Texas

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 Federal agency 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.)

Please see attached

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 MaryAnn Russ	Title President and CEO
Signature X 	Date 10/5/2011

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

DHA Sites for Work Performance

Housing Sites						
Property	Address	City	County	State	Zip Code	
Roseland Homes						
Roseland Homes	2021 N. Washington	Dallas	Dallas	Texas	75204	
Roseland Townhomes	3535 Munger	Dallas	Dallas	Texas	75204	
Carrol Townhomes	Carroll	Dallas	Dallas	Texas	75204	
Monarch Townhomes	2102 Kirby	Dallas	Dallas	Texas	75204	
Roseland Estates	3335 Munger	Dallas	Dallas	Texas	75204	
Roseland Scattered Sites	Various	Dallas	Dallas	Texas	75204	
Little Mexico	3027 Harry Hines	Dallas	Dallas	Texas	75201	
Cedar Springs Addition	2533 Lucas Drive	Dallas	Dallas	Texas	75219	
Cedar Springs Place	2533 Lucas Drive	Dallas	Dallas	Texas	75219	
Frazier Courts						
Frazier Fellowship	4845 Hatcher	Dallas	Dallas	Texas	75210	
Wahoo Frazier	4838 Hatcher	Dallas	Dallas	Texas	75210	
Mill City Frazier	4848 Hatcher	Dallas	Dallas	Texas	75210	
Frazier Single Family	Various - Single Family	Dallas	Dallas	Texas	75210	
Brackins Village	1544 E. Eighth St.	Dallas	Dallas	Texas	75203	
Turner Courts	6601 Bexar St.	Dallas	Dallas	Texas	75215	
Rhoads Terrace	5712 Pilgrim Drive	Dallas	Dallas	Texas	75215	
Lakewest						
The Hamptons at Lakewest	2425 Bickers	Dallas	Dallas	Texas	75212	
Kingbridge Crossing	3130 Kingbridge	Dallas	Dallas	Texas	75212	
Lakeview Townhomes	3020 Bickers	Dallas	Dallas	Texas	75212	
Villa Creek Apartments	3019 Bickers	Dallas	Dallas	Texas	75212	
Lakewest Village	Various - Single Family	Dallas	Dallas	Texas	75212	
Park Manor	3333 Edgewood St.	Dallas	Dallas	Texas	75215	
Brooks Manor	630 S. Llewellyn	Dallas	Dallas	Texas	75208	
Cliff Manor	2424 Fort Worth Ave.	Dallas	Dallas	Texas	75211	
Audelia Manor	10025 Shoreview Rd.	Dallas	Dallas	Texas	75238	
Scattered Sites						
Conner Drive	2004 Conner Dr.	Dallas	Dallas	Texas	75217	
Kelly Boulevard	18012 Kelly Blvd.	Dallas	Dallas	Texas	75287	
Larimore Lane	5104 Larimore	Dallas	Dallas	Texas	75236	
Military Parkway	7619 Military Parkway	Dallas	Dallas	Texas	75227	
Barbara Jordan Square	4700 Country Creek	Dallas	Dallas	Texas	75236	
Pebbles Apt	8320 Park Ln	Dallas	Dallas	Texas	75232	
Single Family Homes	Various - Single Family	Dallas	Dallas, Denton	Texas		
Frankford Townhomes	18110 Marsh Ln.	Dallas	Denton	Texas	75287	
Hillcrest	Hillcrest @ I90	Dallas	Collin	Texas	75252	
Hidden Ridge Apartments	9702 W. Ferris Branch Blvd.	Dallas	Dallas	Texas	75243	
Administrative Sites						
Central Office	3939 North Hampton Road	Dallas	Dallas	Texas	75212	
Administrative Office	2575 Lone Star Drive	Dallas	Dallas	Texas	75212	

**Certification of Payments
to Influence Federal Transactions**

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

Applicant Name

Housing Authority of the City of Dallas, Texas

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 MaryAnn Russ	Title President and CEO
Signature 	Date (mm/dd/yyyy) 10/5/2011

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _ _
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <div style="border: 1px solid red; padding: 2px; margin-top: 5px;"> Housing Authority of the City of Dallas, Texas 3939 N. Hampton Road Dallas, Texas 75212 </div> Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Not required Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: Capital Fund Program 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): Not applicable	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="border: 1px solid red; padding: 2px; margin-top: 10px;"> Not applicable </div>	
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 available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>MaryAnn Russ</u> Title: <u>President and CEO</u> Telephone No.: <u>214.951.8300</u> Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: Housing Authority of the City of Dallas, Texas Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Chan Williams the Asst. Director/City of Dallas certify that the Five Year and
Annual PHA Plan of the Dallas Housing Authority is consistent with the Consolidated Plan of
City of Dallas, Texas prepared pursuant to 24 CFR Part 91.

Chan Williams 09-23-11

Signed / Dated by Appropriate State or Local Official

form HUD-50077-SL (1/2009)
OMB Approval No. 2577-0226

Dallas Housing Authority

FY 2012 PHA Plan

**Attachment K
Resident Advisory Board (RAB) Comments**

Although the Resident Advisory Board (RAB) played an active role in the development of the Plan, DHA received no written comments from the RAB.

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment L
Challenged Elements**

There were no challenged elements.

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment M
Form HUD-50075.1, Capital Fund Program Annual Statement/
Performance and Evaluation Report**

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950108 Replacement Housing Factor Grant No: Date of CFFP:		2008 6/13/2008	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: 4)	
Original Annual Statement		6/30/2011		Final Performance and Evaluation Report	
Performance and Evaluation Report for Period Ending:		Total Estimated Cost		Total Actual Cost 1	
Line	Summary by Development Account	Original	Revised 2	Obligated	Expended
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 21)3	\$500,000.00	\$501,840.47	\$501,840.47	\$501,840.47
3	1408 Management Improvements	\$1,237,000.00	\$828,833.25	\$828,833.25	\$469,604.25
4	1410 Administration (may not exceed 10% of line 21)	\$247,000.00	\$884,578.83	\$884,578.83	\$239,116.98
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	\$20,000.00	\$2,271,368.51	\$2,271,368.51	\$1,955,456.50
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$494,000.00	\$521,728.03	\$521,728.03	\$521,728.03
10	1460 Dwelling Structures	\$2,583,678.00	\$509,636.07	\$509,636.07	\$509,636.07
11	1465.1 Dwelling Equipment - Nonexpendable	\$1,137,046.00	\$41,821.95	\$41,821.95	\$41,821.95
12	1470 Non-dwelling Structures	\$75,000.00	\$773,856.51	\$773,856.51	\$773,856.51
13	1475 Non-dwelling Equipment	\$670,469.00	\$630,529.38	\$630,529.38	\$630,529.38
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities 4	\$0.00	\$0.00	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report.
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950108 Replacement Housing Factor Grant No: Date of CFFP:		2008 6/13/2008	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: 4)	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2011		<input type="checkbox"/> Total Estimated Cost		<input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost		Total Actual Cost 1	
Line	Original	Revised 2	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$6,964,193.00	\$6,964,193.00	\$5,964,193.00	\$5,643,590.14
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 Activities	\$0.00	\$1,604,935.74	\$929,763.53	\$570,354.73
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	\$1,000,000.00	\$0.00	\$0.00	\$0.00
25	Amount of line 20 Related to Energy Conservation Measures	\$770,000.00	\$96,099.31	\$96,099.31	\$96,099.31
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

- 1 To be completed for the Performance and Evaluation Report.
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- 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
- 4 RHF funds shall be included here.

Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Dallas, Texas			Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFFP (Yes / No): NO Replacement Housing Factor Grant No:			Federal FFY of Grant: 2008			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2		
AMP 1 TX009000001									
Roseland	1. A & E service	1430	1	\$0.00	\$195,241.17	\$195,241.17	\$106,504.18	delete	
Roseland Estates	1. Roofing	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	delete	
	2. Replace HVAC	1465	152	\$200,000.00	\$0.00	\$0.00	\$0.00	delete	
	3. ADA concrete repair	1450	1	\$0.00	\$59,969.00	\$59,969.00	\$59,969.00	complete	
Roseland Townhomes	1. Foundation repair	1460		\$0.00	\$36,209.50	\$36,209.50	\$36,209.50	complete	
Carroll Townhomes	1. Paint exterior	1460	1	\$100,000.00	\$24,750.00	\$24,750.00	\$24,750.00	complete	
	2. Landscape	1450	1	\$8,000.00	\$0.00	\$0.00	\$0.00	delete	
Monarch Townhomes	1. Replace fascia, soffit and gutter	1460	25	\$25,000.00	\$30,888.69	\$30,888.69	\$30,888.69	complete	
	2. Landscape	1450	1	\$6,000.00	\$0.00	\$0.00	\$0.00	delete	
Roseland Scattered Sites	1. Replace gutter and downspouts	1460		\$10,000.00	\$0.00	\$0.00	\$0.00	delete	
	2. Replace fascia and soffit	1460		\$20,000.00	\$0.00	\$0.00	\$0.00	delete	
	3. Restrip parking lot	1450		\$0.00	\$3,600.00	\$3,600.00	\$3,600.00	complete	
	4. Landscape	1450		\$25,000.00	\$0.00	\$0.00	\$0.00	delete	
AMP 2 TX009000002									
Little Mexico Village	1. Replace water heaters C3	1465	102	\$100,000.00	\$0.00	\$0.00	\$0.00	delete	
	2. Install ceramic tile	1460	1	\$0.00	\$15,857.00	\$15,857.00	\$15,857.00	complete	
	3. Misc	1460	1	\$0.00	\$1,126.04	\$1,126.04	\$1,126.04	complete	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2008				
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFPP (Yes / No): NO Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Status of Work
				Original	Revised 1	
				Funds Obligated 2	Funds Expended 2	
AMP 3 TX009000003						
Cedar Springs Place Addn	1. Paint exterior C3	1460		\$100,000.00	\$0.00	delete
	2. Repair roof at RET	1470	1	\$0.00	\$1,850.00	complete
	3. Install roof drains at office	1470	1	\$0.00	\$5,400.00	complete
	4. Roofing at RET	1470	1	\$0.00	\$89,000.00	complete
Cedar Springs Place	1. Replace water heaters	1465	182	\$132,000.00	\$0.00	delete
AMP 4 TX009000004						
Frazier Fellowship						
Wahoo Frazier	1. ADA ramps	1450	1	\$0.00	\$4,500.00	complete
Mill City Frazier	1. New Community Building	1470	1	\$0.00	\$416,250.51	complete
	2. Repair columns / mail boxes	1460		\$0.00	\$4,450.94	complete
Frazier Scattered Sites						

Page 133
1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Dallas, Texas			Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFFP (Yes / No): NO Replacement Housing Factor Grant No:			Federal FFY of Grant: 2008			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2		
AMP 5 TX009000005									
Brackins Village	1. Replace subfloor at kitchen and bath	1460	102	\$200,000.00	\$46,730.48	\$46,730.48	\$46,730.48	complete	
	2. Replace HVAC	1465	102	\$204,000.00	\$0.00	\$0.00	\$0.00	Moved toARRA	
	3. Emergency waterline repair	1450	1	\$0.00	\$7,513.93	\$7,513.93	\$7,513.93	complete	
	4. Fire repair	1460	1	\$0.00	\$22,945.03	\$22,945.03	\$22,945.03	complete	
	5. Repair sidewalk	1450	1	\$100,000.00	\$0.00	\$0.00	\$0.00	delete	
AMP 6 TX009000006									
Turner Courts	1. A/E Service	1430	1	\$0.00	\$1,597,777.02	\$1,597,777.02	\$1,422,552.00	complete	
	2. Consultants	1430	1	\$0.00	\$150,000.00	\$150,000.00	\$150,000.00	complete	
	3. LEED Certification	1430	1	\$0.00	\$74,650.00	\$74,650.00	\$22,700.00		
AMP 7 TX009000007									
Rhoads Terrace									
AMP 7 TX008000008									
Lakewest									
Hamptons at Lakewest	1. Replace ceiling tile Multi-Purpose Ctr.	1470	1	\$0.00	\$0.00	\$0.00	\$0.00	delete	
	2. Replace ceiling at YMCA	1470	1	\$0.00	\$4,840.00	\$4,840.00	\$4,840.00	complete	
	3. Replace boiler	1460	1	\$0.00	\$1,211.20	\$1,211.20	\$1,211.20	complete	
	4. Install ceramic tile common area	1470	1	\$0.00	\$4,942.00	\$4,942.00	\$4,942.00	complete	
Kingbridge Crossing	1. Replace carpet	1460	1	\$150,000.00	\$0.00	\$0.00	\$0.00	delete	

Part II: Supporting Pages		Federal FFY of Grant: 2008									
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFPP (Yes / No): NO Replacement Housing Factor Grant No:				Total Estimated Cost		Total Actual Cost		Status of Work	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised 1	Funds Obligated 2	Funds Expended 2				
Villa Creek	1. Replace lock cores 2. Fire repair	1460 1460	152 1	\$0.00 \$0.00	\$6,992.40 \$24,092.25	\$6,992.40 \$24,092.25	\$6,992.40 \$24,092.25			complete complete	
Lakeview Townhomes	1. Install security cameras	1460		\$0.00	\$62,300.00	\$62,300.00	\$62,300.00			complete	
Lakewest Village											
AMP 9 TX0090000009											
Park Manor	1. Paint interior common area 2. Power wash building 3. Remodel kitchens 4. Misc	1460 1460 1460 1460	1 1 196 1	\$44,578.00 \$15,000.00 \$500,000.00 \$0.00	\$16,469.00 \$0.00 \$0.00 \$9,906.54	\$16,469.00 \$0.00 \$0.00 \$9,906.54	\$16,469.00 \$0.00 \$0.00 \$9,906.54			complete delete move to 2015 complete	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2008											
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFFP (Yes / No): NO Replacement Housing Factor Grant No:				Total Estimated Cost					Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Revised 1	Total Actual Cost		Status of Work				
				Original	Funds Obligated 2		Funds Obligated 2	Funds Expended 2					
AMP 13 TX009000013 Barbara Jordan Square	1. Replace HVAC	1460	100	\$133,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Move to 2011			
Larimore Lane	1. Replace wood trim	1460	21	\$0.00	\$13,249.32	\$13,249.32	\$13,249.32	\$13,249.32	\$13,249.32	complete			
AMP 14 TX009000014 Frankford Townhomes	1. Replace ceramic tile 2. Replace carpet	1470 1460	1 76	\$0.00 \$40,000.00	\$24,500.00 \$0.00	\$24,500.00 \$0.00	\$24,500.00 \$0.00	\$24,500.00 \$0.00	\$24,500.00 \$0.00	complete delete			
Kelly Blvd.	1. Replace wood trim	1460	19	\$0.00	\$11,987.48	\$11,987.48	\$11,987.48	\$11,987.48	\$11,987.48	complete			
Villas of Hillcrest	1. Landscape 2. Concrete repair 3. Trash dumpster fence 4. Install security cameras 5. Sprinkler system	1450 1450 1450 1470 1450		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$7,600.00 \$17,671.00 \$20,779.00 \$0.00 \$18,485.00	\$7,600.00 \$17,671.00 \$20,779.00 \$0.00 \$18,485.00	\$7,600.00 \$17,671.00 \$20,779.00 \$0.00 \$18,485.00	\$7,600.00 \$17,671.00 \$20,779.00 \$0.00 \$18,485.00	\$7,600.00 \$17,671.00 \$20,779.00 \$0.00 \$18,485.00	complete complete complete delete complete			

Part II: Supporting Pages		Federal FFY of Grant: 2008									
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFFP (Yes / No): NO Replacement Housing Factor Grant No:									
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Total Actual Cost		Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
AMP 15 TX009000015											
Hidden Ridge											
1. Paint exterior		1460	1	\$0.00	\$78,586.00	\$78,586.00	\$78,586.00	\$78,586.00		complete	
2. Concrete repair		1450	1	\$0.00	\$5,985.00	\$5,985.00	\$5,985.00	\$5,985.00		complete	
3. Replace roof access panels		1460		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		delete	
4. Fire sprinkler system repair		1460		\$0.00	\$42,190.00	\$42,190.00	\$42,190.00	\$42,190.00		complete	
Pebbles Apartments		1460	28	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00		delete	
AMP 16 TX009000016											
Scattered Site 9-29											
Scattered Site 9-30											
Scattered Site 9-37											
Scattered Site 9-40											
Scattered Site 9-29											
Scattered Site 9-42											
Conner Drive											
1. Restrip parking lot		1450	1	\$0.00	\$475.00	\$475.00	\$475.00	\$475.00		complete	
2. Replace wood trim		1460	11	\$0.00	\$6,940.13	\$6,940.13	\$6,940.13	\$6,940.13		complete	
Military Parkway											
1. Replace water heaters		1460	25	\$45,600.00	\$22,523.00	\$22,523.00	\$22,523.00	\$22,523.00		complete	
2. Replace HVAC		1460	25	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00		delete	
3. Restrip parking lot		1450	1	\$0.00	\$675.00	\$675.00	\$675.00	\$675.00		complete	
4. Replace wood trim		1460	25	\$0.00	\$15,773.07	\$15,773.07	\$15,773.07	\$15,773.07		complete	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2008						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950108 CFFP (Yes / No): NO Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
PHA Wide								
	1. Operating reserves	1406		\$500,000.00	\$501,840.47	\$501,840.47	\$501,840.47	complete
	2. RET Staff	1408		\$115,000.00	\$0.00	\$0.00	\$0.00	delete
	3. Staff training and travel	1410		\$20,000.00	\$12,108.16	\$12,108.16	\$12,108.16	complete
	4. Computer software	1408		\$120,000.00	\$136,495.57	\$136,495.57	\$136,495.57	complete
	5. Tech and Non-Tech staff	1410		\$197,000.00	\$0.00	\$0.00	\$0.00	delete
	6. Bid advertising	1410		\$30,000.00	\$10,089.53	\$10,089.53	\$10,089.53	complete
	7. Fees and Costs	1430		\$20,000.00	\$253,700.32	\$253,700.32	\$253,700.32	complete
	8. RET equipment and supplies	1408		\$2,000.00	\$0.00	\$0.00	\$0.00	delete
	1. Concrete and sidewalk repair	1450		\$100,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Playground equipment & maintenance	1450		\$100,000.00	\$35,000.00	\$35,000.00	\$35,000.00	complete
	3. Fence repair	1450		\$50,000.00	\$0.00	\$0.00	\$0.00	delete
	4. Restrip parking lots	1450		\$60,000.00	\$0.00	\$0.00	\$0.00	delete
	5. Upgrade landscaping	1450		\$45,000.00	\$337,773.10	\$337,773.10	\$337,773.10	complete
	6. Replace appliances	1465		\$501,046.00	\$41,821.95	\$41,821.95	\$41,821.95	complete
	7. Replace computer equipment	1475		\$400,000.00	\$238,405.00	\$238,405.00	\$238,405.00	complete
	8. Office equipment	1475		\$10,000.00	\$72,787.38	\$72,787.38	\$72,787.38	complete
	9. Environmental	1430		\$0.00	\$0.00	\$0.00	\$0.00	delete
	10. Central office roof replacement	1470		\$75,000.00	\$202,450.00	\$202,450.00	\$202,450.00	complete
	11. Vehicles and equipment	1475		\$210,469.00	\$13,040.00	\$13,040.00	\$13,040.00	complete
	12. Tint CO windows	1470		\$0.00	\$22,655.00	\$22,655.00	\$22,655.00	complete
	13. Administration	1410		\$0.00	\$862,381.14	\$862,381.14	\$862,381.14	complete
	14. Security	1408		\$1,000,000.00	\$542,697.68	\$542,697.68	\$542,697.68	complete
	15. Document Imaging Coordinator	1408		\$0.00	\$149,640.00	\$149,640.00	\$149,640.00	complete
	16. CO wind screen	1470		\$0.00	\$1,969.00	\$1,969.00	\$1,969.00	complete
				\$6,964,193.00	\$6,812,584.00	\$6,812,584.00	\$6,812,584.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2008
PHA Name: Housing Authority of the City of Dallas, Texas							Reason for Revised Target Dates
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
AMP 1							
Roseland Homes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Roseland Townhomes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Roseland Estates	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Carroll Townhomes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Monarch Townhomes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Roseland Scattered Sites	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 2							
Little Mexico Village	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 3							
Cedar Springs Place	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Cedar Springs Place Addition	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 4							
Frazier Fellowship	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Wahoo Frazier	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Mill City Frazier	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Frazier Scattered Sites	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 5							
Brackins Village	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 6							
Turner Courts	6/13/2010	6/13/2010	9/14/2013				
AMP 7							
Rhoads Terrace	6/13/2010	6/13/2010	9/14/2013	6/13/2011			

Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2008
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
AMP 8							
Hamptons at Lakewest	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Kingbridge Crossing	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Lakeview Townhomes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Villa Creek Townhomes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Lakewest Village (S.F.)	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 9							
Park Manor	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 10							
Brooks Manor	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 11							
Cliff Manor	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 12							
Audelia Manor	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 13							
Barbara Jordan Square	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Larimore Lane	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 14							
Frankford Townhomes	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Kelly Blvd	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Villas of Hillcrest	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
AMP 15							
Hidden Ridge	6/13/2010	6/13/2010	9/14/2013	6/13/2011			
Pebbles Apts.	6/13/2010	6/13/2010	9/14/2013	6/13/2011			

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name:		Capital Fund Program Grant No: TX21P00950109		2009	
Housing Authority of the City of Dallas, Texas		Replacement Housing Factor Grant No:		FFY of Grant Approval: 9/15/2009	
Date of CFFP:					
Type of Grant	Original Annual Statement	Reserve for Disasters/Emergencies	Revised Annual Statement (revision no: 4)		
X	Performance and Evaluation Report for Period Ending: 6/30/2011		Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 21)3	\$869,615.00	\$50,000.00	\$50,000.00	\$3,220.91
3	1408 Management Improvements	\$1,240,000.00	\$295,000.00	\$5,815.00	\$5,815.00
4	1410 Administration (may not exceed 10% of line 21)	\$230,000.00	\$649,000.00	\$648,821.00	\$2,821.00
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	\$20,000.00	\$810,165.19	\$795,206.65	\$479,044.15
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$380,000.00	\$1,530,840.82	\$1,530,840.82	\$1,530,840.82
10	1460 Dwelling Structures	\$2,492,700.00	\$2,588,435.24	\$2,209,687.77	\$1,727,090.51
11	1465.1 Dwelling Equipment - Nonexpendable	\$437,000.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$75,000.00	\$558,543.03	\$538,068.03	\$441,293.03
13	1475 Non-dwelling Equipment	\$559,067.00	\$16,378.56	\$16,378.56	\$16,378.56
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$188,400.00	\$41,488.57	\$41,488.57	\$41,488.57
17	1499 Development Activities 4	\$0.00	\$0.00	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report.
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Part I: Summary		Grant Type and Number		FFY of Grant:		2009	
PHA Name:		Capital Fund Program Grant No:		FFY of Grant Approval:		9/15/2009	
Housing Authority of the City of Dallas, Texas		TX21P00950109 Replacement Housing Factor Grant No: Date of CFFP:					
Type of Grant		Original Annual Statement		Revised Annual Statement (revision no: 4)			
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Final Performance and Evaluation Report			
		6/30/2011					
Summary by Development Account		Total Estimated Cost		Total Actual Cost 1			
		Original		Obligated		Expended	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$6,491,782.00	\$6,539,851.41	\$5,836,306.40	\$4,247,992.55		
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$1,604,935.74	\$929,763.53	\$570,354.73		
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security - Hard Costs	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of line 20 Related to Energy Conservation Measures	\$770,000.00	\$96,099.31	\$96,099.31	\$96,099.31	\$96,099.31	\$96,099.31
Signature of Executive Director		Date		Signature of Public Housing Director		Date	

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 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Part II: Supporting Pages		Federal FFY of Grant: 2009												
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950109 CFFP (Yes / No): NO Replacement Housing Factor Grant No:				Total Estimated Cost						Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised 1	Funds Obligated 2	Funds Expended 2							
AMP 1 TX009000001														
Roseland	1. Security	1408	1	\$84,600.00	\$0.00	\$0.00	\$0.00							delete
Roseland Estates	1. Landscaping	1450	1	\$25,000.00	\$0.00	\$0.00	\$0.00							delete
	3. Dumpster enclosure	1450		\$20,000.00	\$53,024.40	\$53,024.40	\$53,024.40							complete
	3. ADA Units	1460		\$0.00	\$88,155.00	\$88,155.00	\$88,155.00							complete
	4. Exterior repairs	1460		\$0.00	\$16,995.00	\$16,995.00	\$16,995.00							complete
	5. Replace carpet	1460	50	\$215,000.00	\$0.00	\$0.00	\$0.00							delete
Roseland Townhomes														
	1. Dumpster enclosure	1450		\$0.00	\$53,024.40	\$53,024.40	\$53,024.40							complete
	2. Spray pool repair	1450		\$0.00	\$30,120.00	\$30,120.00	\$30,120.00							complete
	3. ADA Units	1460		\$0.00	\$74,691.78	\$74,691.78	\$18,369.00							complete
	4. Exterior repair	1460		\$0.00	\$28,969.00	\$28,969.00	\$28,969.00							complete
	5. Community room repair	1470		\$0.00	\$2,495.00	\$2,495.00	\$2,495.00							complete
	6. ADA Site work	1450	1	\$0.00	\$72,822.63	\$72,822.63	\$72,822.63							complete
	7. A & E Service	1430	1	\$0.00	\$128,001.48	\$128,001.48	\$128,001.48							complete
Carroll Townhomes														
	1. Replace carpet	1460	50	\$50,000.00	\$0.00	\$0.00	\$0.00							delete
	2. Paint exterior	1460	50	\$40,000.00	\$0.00	\$0.00	\$0.00							delete
	3. Dumpster enclosure	1450		\$0.00	\$29,363.33	\$29,363.33	\$29,363.33							complete
	4. Exterior repair	1460		\$0.00	\$13,006.04	\$13,006.04	\$13,006.04							complete
	5. ADA Units	1460		\$0.00	\$40,914.71	\$40,914.71	\$40,914.71							complete
Monarch Townhomes														
	1. Paint interior	1460	25	\$35,000.00	\$0.00	\$0.00	\$0.00							delete
	2. ADA Site work	1450	1	\$0.00	\$19,062.50	\$19,062.50	\$19,062.50							complete
	3. Dumpster enclosure	1450	40	\$0.00	\$24,616.66	\$24,616.66	\$24,616.66							complete
	4. Exterior repair	1460		\$0.00	\$7,587.00	\$7,587.00	\$7,587.00							complete
	5. ADA Units	1460		\$0.00	\$24,861.00	\$24,861.00	\$24,861.00							complete
	6. Replace carpet	1460	40	\$80,000.00	\$0.00	\$0.00	\$0.00							delete
Roseland Scattered Sites														
	1. Paint interiors	1460	64	\$32,000.00	\$0.00	\$0.00	\$0.00							delete
AMP 2 TX009000002														
Little Mexico Village														
	1. ADA Units	1460		\$0.00	\$68,000.00	\$68,000.00	\$68,000.00							complete
	2. Exterior Repair	1460	1	\$0.00	\$96,329.00	\$96,329.00	\$96,329.00							complete
	3. Replace water heaters	1460	102	\$0.00	\$84,832.31	\$84,832.31	\$84,832.31							complete

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Part II: Supporting Pages											
PHA Name:			Grant Type and Number			Federal FFY of Grant: 2009					
Housing Authority of the City of Dallas, Texas			Capital Fund Program Grant No: TX21P00950109								
			CFPP (Yes / No): NO								
			Replacement Housing Factor Grant No:								
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
AMP 3 TX009000003											
Cedar Springs Place	1. Repair building exterior	1460	26	\$300,000.00	\$4,852.06	\$4,852.06	\$4,852.06	complete			
	2. Security	1408	1	\$156,000.00	\$0.00	\$0.00	\$0.00	delete			
Cedar Springs Place Addn.	1. Paint exterior	1460	23	\$160,000.00	\$0.00	\$0.00	\$0.00	delete			
	2. Replace kitchen cabinets	1460	220	\$350,000.00	\$0.00	\$0.00	\$0.00	delete			
	3. Relocation	1495	1	\$50,000.00	\$34,792.67	\$34,792.67	\$34,792.67	complete			
	4. Multipurpose center roof	1470	1	\$0.00	\$121,118.03	\$121,118.03	\$121,118.03	complete			
	5. ADA Site work Multipurpose Cnt.	1450	1	\$0.00	\$11,969.00	\$11,969.00	\$11,969.00	complete			
	6. ADA Interior work Multipurpose Cnt	1470	1	\$0.00	\$21,121.00	\$21,121.00	\$21,121.00	complete			
	7. Replace HVAC - RET	1470	1	\$0.00	\$30,500.00	\$30,500.00	\$30,500.00	complete			
AMP 4 TX009000004											
Frazier Fellowship	1. Security	1408	1	\$48,000.00	\$0.00	\$0.00	\$0.00	delete			
	2. Dumpster enclosure	1450		\$0.00	\$29,458.00	\$29,458.00	\$29,458.00	complete			
	3. Install back porches	1460		\$0.00	\$150,000.00	\$138,480.43	\$43,365.03	complete			
	4. ADA Units	1460		\$0.00	\$29,781.00	\$29,781.00	\$29,781.00	complete			
	5. ADA Site work	1450	1	\$0.00	\$16,922.00	\$16,922.00	\$16,922.00	complete			
	6. A & E Services	1430	1	\$0.00	\$24,694.30	\$24,694.30	\$24,694.30	complete			
Wahoo Frazier	1. Security	1408	1	\$48,000.00	\$0.00	\$0.00	\$0.00	delete			
	2. Dumpster enclosures	1450		\$0.00	\$29,458.00	\$29,458.00	\$29,458.00	complete			
	3. Install back porches	1460	32	\$0.00	\$205,000.00	\$200,451.55	\$200,451.55	complete			
Mill City Frazier	1. Security	1408	1	\$48,000.00	\$0.00	\$0.00	\$0.00	delete			
	2. Dumpster enclosures	1450		\$0.00	\$29,458.00	\$29,458.00	\$29,458.00	complete			
	3. Install back porches	1460	32	\$0.00	\$205,000.00	\$200,451.55	\$200,451.55	complete			
Frazier Scattered Sites											

Part II: Supporting Pages														
PHA Name: Housing Authority of the City of Dallas, Texas			Grant Type and Number Capital Fund Program Grant No: TX21P00950109 CFPP (Yes / No): NO			Federal FFY of Grant: 2009								
Development Number Name/PHA-Wide Activities			General Description of Major Work Categories			Development Account No.		Quantity		Total Estimated Cost		Total Actual Cost		Status of Work
										Original		Revised 1		
										Funds Obligated 2		Funds Expended 2		
AMP 5 TX009000005														
Brackins Village			1. Replace carpet			1460		102		\$100,000.00		\$0.00		delete
			2. Security			1408		1		\$54,000.00		\$0.00		delete
			3. Dumpster enclosure			1450		1		\$0.00		\$37,651.92		complete
			4. Water distribution			1450		1		\$0.00		\$409,905.78		complete
			5. Engineering Service water line			1430		1		\$0.00		\$750.00		complete
			6. Repair retaining wall			1450		1		\$0.00		\$13,969.00		complete
			7. Subfloor repair			1460		1		\$0.00		\$48,850.00		complete
			8. Subfloor repair			1460		1		\$0.00		\$24,900.00		complete
			9. MOD Make Ready			1460		13		\$0.00		\$37,422.00		
AMP 6 TX009000006														
Turner Courts			1. A/E Service			1430		1		\$0.00		\$300,000.00		
AMP 7 TX009000007														
Rhoads Terrace														
AMP 7 TX008000008														
Lakewest														
			1. Replace HVAC			1460		225		\$250,000.00		\$0.00		delete
			2. Replace community room furniture			1475		1		\$15,000.00		\$10,163.12		complete
			3. Security			1408		1		\$45,000.00		\$0.00		delete
			4. Dumpster enclosures			1450		1		\$0.00		\$88,374.00		complete
			5. ADA Units			1460		1		\$0.00		\$0.00		delete
			6. YMCA Roof			1470		1		\$0.00		\$218,675.00		complete
			7. ADA Sidewalks			1450		1		\$0.00		\$48,750.00		complete
Kingbridge Crossing														
			1. Replace community room furniture			1475		1		\$15,000.00		\$6,215.44		complete
			2. Replace carpet			1460		100		\$100,000.00		\$0.00		delete
			3. Dumpster enclosures			1450		1		\$0.00		\$88,374.00		complete
			4. ADA Units			1460		1		\$0.00		\$0.00		delete
			5. ADA Site work			1450		1		\$0.00		\$30,362.00		complete

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1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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Part II: Supporting Pages											
PHA Name: Housing Authority of the City of Dallas, Texas			Grant Type and Number Capital Fund Program Grant No: TX21P00950109 CFPP (Yes / No): NO			Federal FFY of Grant: 2009					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
	6. Security	1408	1	\$45,000.00	\$0.00	\$0.00	\$0.00		delete		
Villa Creek	1. Replace carpet	1460	130	\$130,000.00	\$0.00	\$0.00	\$0.00		delete		
	2. Dumpster enclosures	1450	6	\$0.00	\$70,699.20	\$70,699.20	\$70,699.20		complete		
	3. Security	1408	1	\$45,000.00	\$0.00	\$0.00	\$0.00		delete		
	4. ADA Units	1460		\$0.00	\$0.00						
Lakeview Townhomes	1. Replace HVAC	1460	152	\$200,000.00	\$0.00	\$0.00	\$0.00		delete		
	2. Exterior repair	1460	30	\$80,000.00	\$42,340.00	\$42,340.00	\$42,340.00		complete		
	3. Security	1408	1	\$45,000.00	\$0.00	\$0.00	\$0.00		delete		
	4. Dumpster enclosure	1450		\$0.00	\$76,590.93	\$76,590.93	\$76,590.93		complete		
	5. ADA Units	1460		\$0.00	\$0.00	\$0.00	\$0.00		delete		
Lakewest Village	1. Paint exteriors	1460	1	\$100,000.00	\$0.00	\$0.00	\$0.00		delete		
	2. Lakewest Master Plan	1430	1	\$0.00	\$250,000.00	\$250,000.00	\$233,837.50				
AMP 9 TX009000009											
Park Manor	1. Upgrade security lighting	1460	1	\$0.00	\$0.00	\$0.00	\$0.00		delete		
	2. Upgrade lighting throughout bldg.	1460	1	\$0.00	\$21,400.00	\$21,400.00	\$0.00		delete		
	3. Replace furniture	1475	1	\$40,000.00	\$0.00	\$0.00	\$0.00		delete		
	4. Replace HVAC supply riser	1465	1	\$122,000.00	\$0.00	\$0.00	\$0.00		delete		
	5. Security	1408		\$69,600.00	\$0.00	\$0.00	\$0.00		delete		
	6. Tint windows	1460		\$0.00	\$11,267.00	\$11,267.00	\$11,267.00		complete		
	7. ADA Units	1460		\$0.00	\$100,380.00	\$100,380.00	\$100,380.00		complete		
	8. Abatement	1460	1	\$0.00	\$26,000.00	\$26,000.00	\$26,000.00		complete		

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Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950109 CFFP (Yes / No): NO Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 10 TX009000010								
Brooks Manor								
	1. Replace boiler	1465	1	\$15,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Replace furniture	1475	1	\$35,000.00	\$0.00	\$0.00	\$0.00	delete
	3. Security	1408	1	\$93,600.00	\$0.00	\$0.00	\$0.00	delete
	4. Replace exterior doors	1460	1	\$24,700.00	\$50,751.00	\$50,751.00	\$50,751.00	complete
	5. Upgrade fire alarm system	1460		\$0.00	\$31,830.26	\$31,830.26	\$31,830.26	complete
	6. ADA Units	1460		\$0.00	\$111,354.88	\$111,354.88	\$40,604.88	
AMP 11 TX009000011								
Cliff Manor								
	1. Power wash building	1470	1	\$25,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Replace furniture	1475	1	\$25,000.00	\$0.00	\$0.00	\$0.00	delete
	3. Security	1408	1	\$54,000.00	\$0.00	\$0.00	\$0.00	delete
	4. Relocation	1495	1	\$138,400.00	\$6,695.90	\$6,695.90	\$6,695.90	complete
	5. ADA Units	1460		\$0.00	\$71,836.00	\$71,836.00	\$71,836.00	complete
AMP 12 TX009000012								
Audelia Manor								
	1. Replace roof	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	delete
	2. Replace community room furniture	1475	1	\$25,000.00	\$0.00	\$0.00	\$0.00	delete
	3. Security	1408	1	\$36,000.00	\$0.00	\$0.00	\$0.00	delete
	4. ADA Units	1460		\$0.00	\$98,681.12	\$98,681.12	\$98,681.12	complete
	5. ADA Site work	1450		\$0.00	\$46,482.00	\$46,482.00	\$46,482.00	complete
	6. HVAC Common area	1470		\$0.00	\$47,384.00	\$47,384.00	\$47,384.00	complete

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Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950109 CFEP (Yes / No): NO Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 13 TX009000013								
Barbara Jordan Square	1. Repair playground equipment	1450	1	\$10,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Security	1408	1	\$54,000.00	\$0.00	\$0.00	\$0.00	delete
	3. ADA Units	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	delete
	4. MOD Make Ready	1460	13	\$0.00	\$45,246.00	\$45,246.00	\$34,934.00	
	5. Replace HVAC System	1460	100	\$0.00	\$360,000.00			
Larimore Lane	1. Paint interiors	1460	21	\$6,250.00	\$0.00	\$1,869.00	\$1,869.00	complete
	2. Replace carpet	1460	21	\$12,750.00	\$0.00	\$0.00	\$0.00	delete
	3. ADA Units	1460		\$0.00	\$9,000.00	\$9,000.00	\$9,000.00	complete
	4. ADA Site work	1450	1	\$0.00	\$3,376.00	\$3,376.00	\$3,376.00	complete
	5. MOD Make Ready	1460	3	\$0.00	\$16,635.00			
AMP 14 TX009000014								
Frankford Townhomes	1. Replace HVAC	1460	76	\$40,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Dumpster enclosures	1450		\$0.00	\$39,593.92	\$39,593.92	\$39,593.92	complete
	3. ADA Units	1460		\$0.00	\$49,675.00	\$49,675.00	\$26,960.00	complete
	4. Exterior painting	1460		\$0.00	\$26,960.00	\$26,960.00	\$26,960.00	complete
	5. Replace roof Frankford Learning Ctr.	1470	1	\$0.00	\$117,250.00	\$96,775.00		
Kelly Blvd.	1. Paint interiors	1460	19	\$6,250.00	\$0.00	\$0.00	\$0.00	delete
	2. Replace carpet	1460	19	\$12,750.00	\$0.00	\$0.00	\$0.00	delete
	3. Dumpster enclosures	1450		\$0.00	\$11,542.30	\$11,542.30	\$11,542.30	complete
	4. ADA Units	1460		\$0.00	\$9,700.00	\$9,700.00	\$9,700.00	complete
	5. ADA Site work	1450	1	\$0.00	\$4,620.00	\$4,620.00	\$4,620.00	complete
Villas of Hillcrest	1. ADA Units	1460		\$0.00	\$0.00	\$0.00	\$0.00	delete

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Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950109 CFFP (Yes / No): NO Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 15 TX009000015								
	Hidden Ridge							
	1. Paint exterior	1460	1	\$130,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Security	1408	1	\$79,200.00	\$0.00	\$0.00	\$0.00	delete
	3. Dumpster enclosures	1450		\$0.00	\$48,800.00	\$48,800.00	\$48,800.00	complete
	4. ADA Units	1460		\$0.00	\$93,039.00	\$93,039.00	\$93,039.00	complete
	5. ADA Site work	1450	1	\$0.00	\$29,675.00	\$29,675.00	\$29,675.00	complete
	6. MOD Make Ready	1460	18	\$0.00	\$45,200.00	\$45,200.00	\$45,200.00	
	7. MOD Make Ready	1460	18	\$0.00	\$44,625.00	\$44,625.00	\$44,625.00	
	8. MOD Make Ready	1460	18	\$0.00	\$49,300.08	\$49,300.08	\$49,300.08	
	Pebbles Apartments							
AMP 16 TX009000016								
	Scattered Site 9-29							
	Scattered Site 9-30							
	1. Replace fences	1450		\$25,000.00	\$0.00	\$0.00	\$0.00	delete
	Scattered Site 9-37							
	Scattered Site 9-40							
	Scattered Site 9-42							
	Comner Drive							
	1. Paint interiors	1460	11	\$6,250.00	\$0.00	\$0.00	\$0.00	delete
	2. Replace carpet	1460	11	\$12,750.00	\$0.00	\$0.00	\$0.00	delete
	3. Dumpster enclosures	1450		\$0.00	\$19,863.05	\$19,863.05	\$19,863.05	complete
	4. ADA Units	1460		\$0.00	\$12,069.00	\$12,069.00	\$12,069.00	complete
	5. ADA Site work	1450	1	\$0.00	\$4,087.00	\$4,087.00	\$4,087.00	complete

Part II: Supporting Pages												
PHA Name:			Grant Type and Number			Federal FFY of Grant: 2009						
Housing Authority of the City of Dallas, Texas			Capital Fund Program Grant No: TX21P00950109									
Development Number			Development Account No.			Quantity		Total Estimated Cost		Total Actual Cost		Status of Work
Name/PHA-Wide Activities			General Description of Major Work Categories			Original	Revised 1	Funds Obligated 2	Funds Expended 2			
Military Parkway			1. Paint interiors			1460	25	\$6,250.00	\$0.00	\$0.00	\$0.00	delete
			2. Replace carpet			1460	25	\$12,750.00	\$0.00	\$0.00	\$0.00	delete
			3. Dumpster enclosures			1450		\$0.00	\$12,139.80	\$12,139.80	\$12,139.80	complete
			4. ADA Units			1460		\$0.00	\$11,000.00	\$11,000.00	\$11,000.00	complete
			5. ADA Site work			1450	1	\$0.00	\$5,686.00	\$5,686.00	\$5,686.00	complete
PHA Wide			1. Operating reserves			1406		\$869,615.00	\$50,000.00	\$50,000.00	\$3,220.91	
			2. RET Staff			1408		\$115,000.00	\$0.00	\$0.00	\$0.00	delete
			3. Staff training			1408		\$20,000.00	\$20,000.00			
			4. Computer software			1408		\$100,000.00	\$275,000.00	\$5,815.00	\$5,815.00	delete
			5. Tech and Non-Tech staff			1410		\$200,000.00	\$0.00	\$0.00	\$0.00	delete
			6. Bid advertising			1410		\$30,000.00	\$3,000.00	\$2,821.00	\$2,821.00	
			7. Environmental			1430		\$10,000.00	\$54,710.92	\$54,710.92	\$54,710.92	delete
			8. Concrete and sidewalk repair			1450		\$200,000.00	\$0.00	\$0.00	\$0.00	delete
			9. Playground equipment repair			1450		\$50,000.00	\$0.00	\$0.00	\$0.00	delete
			10. Fence repair			1450		\$50,000.00	\$0.00	\$0.00	\$0.00	delete
			11. Appliances			1465		\$300,000.00	\$0.00	\$0.00	\$0.00	delete
			12. Administration			1410		\$0.00	\$646,000.00	\$646,000.00	\$0.00	delete
			13. Office equipment			1475		\$10,000.00	\$0.00	\$0.00	\$0.00	delete
			14. Vehicles and equipment			1475		\$0.00	\$0.00	\$0.00	\$0.00	delete
			15. Paint central office			1470		\$50,000.00	\$0.00	\$0.00	\$0.00	delete
			16. Printing costs			1430		\$10,000.00	\$2,008.49	\$2,008.49	\$2,008.49	delete
			17. Computer equipment			1475		\$175,000.00	\$0.00	\$0.00	\$0.00	delete
			18. Replace HVAC			1475		\$207,467.00	\$0.00	\$0.00	\$0.00	delete
			19. A/E Costs - Section 3			1430		\$0.00	\$50,000.00	\$35,041.46	\$35,041.46	delete
			20. Central Office boiler			1475	1	\$11,600.00	\$0.00	\$0.00	\$0.00	delete
Page								\$6,491,782.00	\$6,539,851.41	\$5,836,306.40	\$4,247,992.55	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program						Federal FFY of Grant: 2009	
PHA Name: Housing Authority of the City of Dallas, Texas						Reason for Revised Target Dates	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Actual Expenditure End Date		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
AMP 1							
Roseland Homes	9/14/2011	9/14/2011	9/14/2013				
Roseland Townhomes	9/14/2011	9/14/2011	9/14/2013				
Roseland Estates	9/14/2011	9/14/2011	9/14/2013				
Carroll Townhomes	9/14/2011	9/14/2011	9/14/2013				
Monarch Townhomes	9/14/2011	9/14/2011	9/14/2013				
Roseland Scattered Sites	9/14/2011	9/14/2011	9/14/2013				
AMP 2							
Little Mexico Village	9/14/2011	9/14/2011	9/14/2013				
AMP 3							
Cedar Springs Place	9/14/2011	9/14/2011	9/14/2013				
Cedar Springs Place Addition	9/14/2011	9/14/2011	9/14/2013				
AMP 4							
Frazier Fellowship	9/14/2011	9/14/2011	9/14/2013				
Wahoo Frazier	9/14/2011	9/14/2011	9/14/2013				
Mill City Frazier	9/14/2011	9/14/2011	9/14/2013				
Frazier Scattered Sites	9/14/2011	9/14/2011	9/14/2013				
AMP 5							
Brackins Village	9/14/2011	9/14/2011	9/14/2013				
AMP 6							
Turner Courts	9/14/2011	9/14/2011	9/14/2013				
AMP 7							
Rhoads Terrace	9/14/2011	9/14/2011	9/14/2013				
Page							
53							

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Part III: Implementation Schedule for Capital Fund Financing Program						Federal FFY of Grant: 2009
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
AMP 8						
Hamptons at Lakewest	9/14/2011	9/14/2011	9/14/2013			
Kingbridge Crossing	9/14/2011	9/14/2011	9/14/2013			
Lakeview Townhomes	9/14/2011	9/14/2011	9/14/2013			
Villa Creek Townhomes	9/14/2011	9/14/2011	9/14/2013			
Lakewest Village (S.F.)	9/14/2011	9/14/2011	9/14/2013			
AMP 9						
Park Manor	9/14/2011	9/14/2011	9/14/2013			
AMP 10						
Brooks Manor	9/14/2011	9/14/2011	9/14/2013			
AMP 11						
Cliff Manor	9/14/2011	9/14/2011	9/14/2013			
AMP 12						
Audelia Manor	9/14/2011	9/14/2011	9/14/2013			
AMP 13						
Barbara Jordan Square	9/14/2011	9/14/2011	9/14/2013			
Larimore Lane	9/14/2011	9/14/2011	9/14/2013			
AMP 14						
Frankford Townhomes	9/14/2011	9/14/2011	9/14/2013			
Kelly Blvd	9/14/2011	9/14/2011	9/14/2013			
Villas of Hillcrest	9/14/2011	9/14/2011	9/14/2013			
AMP 15						
Hidden Ridge	9/14/2011	9/14/2011	9/14/2013			
Pebbles Apts.	9/14/2011	9/14/2011	9/14/2013			

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950110 Replacement Housing Factor Grant No: Date of CFFP:		2010 7/15/2010	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: 1)	
Original Annual Statement		6/30/2011		Final Performance and Evaluation Report	
Performance and Evaluation Report for Period Ending:		Total Estimated Cost		Total Actual Cost 1	
Summary by Development Account		Original	Revised 2	Obligated	Expended
1	Total non-CFF Funds	\$0.00	\$0.00		
2	1406 Operations (may not exceed 20% of line 21)3	\$1,207,400.00	\$1,207,400.00	\$0.00	\$0.00
3	1408 Management Improvements	\$110,000.00	\$110,000.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$629,000.00	\$629,000.00	\$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	\$70,000.00	\$307,500.00	\$79,936.50	\$1,300.50
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$71,281.00	\$545,035.50	\$244,282.50	\$170,259.15
10	1460 Dwelling Structures	\$2,838,243.00	\$3,294,333.65	\$384,502.14	\$229,219.14
11	1465.1 Dwelling Equipment - Nonexpendable	\$1,343,100.00	\$100,000.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$15,000.00	\$36,973.85	\$21,973.85	\$193.85
13	1475 Non-dwelling Equipment	\$8,000.00	\$28,000.00	\$20,888.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$0.00	\$50,000.00	\$0.00	\$0.00
17	1499 Development Activities 4	\$0.00	\$0.00	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report.
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
3 PHAs with under 250 units in management may use 100% of CFF Grants for operations.
4 RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number		FFY of Grant: 2010	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950110 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant Approval: 7/15/2010	
Type of Grant		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1)	
<input checked="" type="checkbox"/> Original Annual Statement Performance and Evaluation Report for Period Ending: 6/30/2011		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost	Revised 2	Obligated	Total Actual Cost 1
		Original			Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$6,292,024.00	\$6,308,243.00	\$751,582.99	\$400,972.64
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00		
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$452,740.50	\$162,740.50	\$148,320.37
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00		
24	Amount of line 20 Related to Security - Hard Costs	\$920,400.00	\$920,400.00		
25	Amount of line 20 Related to Energy Conservation Measures	\$1,575,401.00	\$746,301.00		
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

- 1 To be completed for the Performance and Evaluation Report.
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- 3 PHAs with under 250 units in management may use 100% of CFF Grants for operations.
- 4 RHF funds shall be included here.

Part II: Supporting Pages		Federal FFY of Grant: 2010				
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFPP (Yes/No): NO Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
				Original	Revised 1 Funds Obligated 2	Funds Expended 2
AMP 1 TX009000001						
Roseland Townhomes	1. Replace washer and dryer	1465	114	\$100,000.00	\$0.00	\$0.00
	2. Replace appliances	1465	114	\$160,000.00	\$0.00	\$0.00
	3. Operating	1406	1	\$40,000.00	\$40,000.00	
	4. Replace doors at Historic Bldgs.	1470		\$0.00	\$21,973.85	\$193.85
	5. Paint dumpsters	1450	1	\$0.00	\$4,270.00	
Roseland Estates	1. Replace washer and dryer	1465	103	\$100,000.00	\$0.00	\$0.00
	2. Replace appliances	1465	103	\$140,000.00	\$0.00	\$0.00
	3. Paint dumpsters	1450	1	\$0.00	\$3,843.00	
Carroll Townhomes	1. Replace sidewalk & retaining wall	1450	1	\$0.00	\$5,825.00	\$5,825.00 complete
	2. ADA Site work	1450	1	\$0.00	\$18,369.00	\$18,369.00 complete
	3. Paint dumpsters	1450	1	\$0.00	\$2,135.00	\$2,135.00 complete
Monarch Townhomes	1. Paint dumpsters	1450	1	\$0.00	\$1,200.00	
Roseland Scattered Sites	1. Replace appliances	1465	64	\$86,000.00	\$0.00	\$0.00
	2. ADA Units	1460		\$0.00	\$44,325.00	\$44,325.00 complete
	3. ADA site work	1450	1	\$0.00	\$17,169.00	\$17,169.00 complete
AMP 2 TX009000002						
Little Mexico Village	1. Replace water heaters	1460	102	\$102,000.00	\$0.00	\$0.00
	2. Operating	1406		\$10,000.00		
AMP 3 TX009000004						
Cedar Springs Place	1. Repair canopies	1460	40	\$40,000.00	\$0.00	\$0.00
	2. Replace appliances	1465		\$135,600.00	\$0.00	\$0.00
	3. Operating	1406		\$30,000.00	\$30,000.00	
	4. Security	1406		\$78,000.00	\$78,000.00	
	5. Security Fence	1450	1	\$0.00	\$18,069.00	\$18,069.00 Complete
Cedar Springs Pl. Add	1. Repair storm drainage	1450		\$25,000.00	\$0.00	\$0.00
	2. Security	1406		\$78,000.00	\$78,000.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages											
PHA Name: Housing Authority of the City of Dallas, Texas			Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFPP (Yes / No): NO Replacement Housing Factor Grant No:				Federal FFY of Grant: 2010				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
AMP 4 TX009000004											
Frazier Fellowship	1. Install wood flooring	1460	60	\$200,000.00	\$0.00	\$0.00	\$0.00				
	2. Operating	1406	1	\$30,000.00	\$30,000.00						
	3. Security	1406	1	\$48,000.00	\$48,000.00						
	4. Fence repair	1450	1	\$0.00	\$5,596.00	\$5,596.00	\$5,596.00	complete			
	5. Paint dumpsters	1450	1	\$0.00	\$2,100.00	\$2,100.00	\$0.00				
Wahoo Frazier											
	1. Install wood flooring	1460	95	\$180,000.00	\$0.00	\$0.00	\$0.00				
	2. Security	1406	1	\$48,000.00	\$48,000.00						
	3. Paint dumpsters	1450	1	\$0.00	\$6,405.00	\$6,405.00					
Mill City											
	1. Install wood flooring	1460	87	\$180,000.00	\$0.00	\$0.00	\$0.00				
	2. Security	1406	1	\$48,000.00	\$48,000.00						
	3. ADA Site work	1450	1	\$0.00	\$38,800.00	\$38,800.00	\$38,800.00	complete			
	4. ADA units	1460	1	\$0.00	\$44,077.50	\$44,077.50	\$44,077.50	complete			
	5. Paint dumpsters	1450	1	\$0.00	\$4,270.00	\$4,270.00					
	4. Install automatic doors Comm. Center	1475	1	\$0.00	\$20,000.00	\$11,388.00					
Frazier Scattered Sites											
AMP 5 TX009000005											
Braackins Village											
	1. Remove screen doors	1460	102	\$10,000.00	\$0.00	\$0.00	\$0.00				
	2. Replace carpet at office	1470	1	\$15,000.00	\$15,000.00						
	3. Operating	1406	1	\$10,000.00	\$10,000.00						
	4. Security	1406	1	\$54,000.00	\$54,000.00						
	5. Replace handrails (lead paint)	1460	102	\$0.00	\$16,669.00	\$16,669.00	\$16,669.00	complete			
	6. Concrete repair	1450	1	\$0.00	\$28,207.00	\$28,207.00					
	7. Paint dumpsters	1450	1	\$0.00	\$2,989.00	\$2,989.00	\$2,989.00	complete			
AMP 6 TX009000006											
Turner Courts											

Part II: Supporting Pages		Federal FFY of Grant: 2010						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFFP (Yes / No): NO Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 7 TX009000007	Rhoads Terrace							
AMP 8 TX009000008	Hamptons at Lakewest	1465	225	\$146,500.00	\$0.00	\$0.00	\$0.00	
		1460	225	\$616,301.00	\$550,000.00			
	1. Replace appliances	1406		\$60,000.00	\$60,000.00			
	2. Replace HVAC	1406		\$45,000.00	\$45,000.00			
	3. Operating	1450	1	\$0.00	\$50,000.00			
	4. Security	1450	1	\$0.00	\$6,405.00	\$6,405.00	\$5,431.62	
	5. ADA Site work	1460	10	\$50,000.00	\$0.00	\$0.00	\$0.00	
	6. Paint dumpsters	1460		\$100,000.00	\$96,409.66	\$96,409.66	\$96,409.66	Complete
	7. ADA Units	1450		\$20,000.00	\$0.00	\$0.00	\$0.00	
	1. Replace roofs	1406	1	\$45,000.00	\$45,000.00			
	2. Replace closet doors and gutters	1450	1	\$0.00	\$13,227.50	\$13,227.50	\$13,227.50	complete
	3. Landscape	1450	1	\$0.00	\$50,000.00	\$50,000.00		
	4. Security	1450	1	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	Complete
	5. Replace sidewalk Singleton	1460	1	\$0.00	\$24,420.00	\$24,420.00	\$24,420.00	complete
	6. ADA Site work	1450	1	\$0.00	\$6,405.00	\$6,405.00	\$6,405.00	complete
	7. Replace sidewalk an curb	1460		\$0.00	\$70,000.00	\$70,000.00		
	8. Gutter repair	1460	10	\$50,000.00	\$0.00	\$0.00	\$0.00	
	9. Paint dumpsters	1460		\$100,000.00	\$96,409.66	\$96,409.66	\$96,409.66	Complete
	10. ADA Units	1450		\$20,000.00	\$0.00	\$0.00	\$0.00	
	1. Replace roofs	1406	1	\$45,000.00	\$45,000.00			
	2. Replace ceramic tile in upstairs bath	1450	1	\$0.00	\$125,000.00	\$125,000.00	\$56,000.00	
	3. Security	1406	152	\$45,000.00	\$45,000.00	\$45,000.00		
	4. ADA Site work	1450	1	\$0.00	\$50,000.00	\$50,000.00		
	5. Paint dumpsters	1450	1	\$0.00	\$5,124.00	\$5,124.00		
	7. ADA Units	1460		\$0.00	\$70,000.00	\$70,000.00		
	1. Security	1406	1	\$45,000.00	\$45,000.00	\$45,000.00		
	2. ADA Site work	1450	1	\$0.00	\$50,000.00	\$50,000.00		
	3. Paint dumpsters	1450	1	\$0.00	\$5,551.00	\$5,551.00	\$3,388.03	
	4. Utility Closet doors	1460		\$0.00	\$70,000.00	\$70,000.00	\$59,950.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages											
PHA Name:			Grant Type and Number			Federal FFY of Grant: 2010					
Housing Authority of the City of Dallas, Texas			Capital Fund Program Grant No: TX21P00950110								
Development Number			Development Account No.			Total Estimated Cost		Total Actual Cost		Status of Work	
Name/PHA-Wide Activities			General Description of Major Work Categories			Quantity		Revised 1		Funds Expended 2	
						Original		Obligated 2		Funds Expended 2	
Lakewest Village			1. Replace exterior siding			50		\$0.00		\$0.00	
			2. ADA Site work			1		\$30,000.00			
AMP 9 TX009000009											
Park Manor			1. Replace water cut-off valves			196		\$0.00		\$0.00	
			2. Replace elevator doors			2		\$25,000.00			
			3. Operating			1		\$15,000.00			
			4. Security			1		\$69,600.00			
AMP 10 TX009000010											
Brooks Manor			1. Replace ceiling tile			1		\$50,000.00			
			2. Replace HVAC			227		\$100,000.00		\$0.00	
			3. Operating			1		\$15,000.00			
			4. Security			1		\$93,600.00			
			5. Trim Trees			1		\$0.00		\$4,250.00	
			6. Install dumpster enclosure			1		\$0.00		\$16,400.00	
			7. Reoplace automatic doors			2		\$0.00		\$60,000.00	
AMP 11 TX009000011											
Cliff Manor			1. Replace exterior doors			1		\$35,000.00			
			2. Replace bathroom exhaust fans			180		\$22,500.00		\$0.00	
			3. Operating			1		\$15,000.00			
			4. Security			1		\$54,000.00			
AMP 12 TX009000012											
Audelia Manor			1. Replace appliances			123		\$95,000.00		\$0.00	
			2. Operating			1		\$12,000.00			
			3. Security			1		\$36,000.00			

Part II: Supporting Pages		Federal FFY of Grant: 2010									
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFFP (Yes / No): NO Replacement Housing Factor Grant No:									
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Total Actual Cost		Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
AMP 13 TX009000013											
Barbara Jordan Square	1. Remodel kitchen & bathrooms	1460	100	\$464,942.00	\$1,200,000.00						
	2. Operating	1406	1	\$10,000.00	\$10,000.00						
	3. Security	1406	1	\$54,000.00	\$54,000.00						
	4. ADA Site work	1450	1	\$0.00	\$50,000.00	\$17,454.00					
	5. Relocation	1495	1	\$0.00	\$50,000.00						
	6. Replace front doors	1460	100	\$0.00	\$75,767.00						
	7. Replace windows	1460	100	\$0.00	\$300,000.00						
	8. ADA Units	1460		\$0.00	\$70,000.00						
	9. Upgrade insulation	1460		\$0.00	\$40,480.00						
Larimore Lane	1. Remodel bathrooms	1460	21	\$105,000.00	\$104,534.51						
	2. Install dryer vents	1460	21	\$10,000.00	\$0.00	\$0.00		\$0.00			
AMP 14 TX009000014											
Frankford	1. Replace appliances	1465	79	\$62,000.00	\$0.00	\$0.00		\$0.00			
	2. Paint exterior	1460	9	\$50,000.00	\$0.00	\$0.00		\$0.00			
	3. Operating	1406	1	\$10,000.00	\$10,000.00						
	4. ADA Site work	1450	1	\$0.00	\$24,824.00	\$24,824.00		\$24,824.00		complete	
	5. Paint dumpsters	1450	1	\$0.00	\$2,562.00	\$2,562.00		\$2,562.00			
Kelly Blvd.	1. Paint dumpsters	1450	1	\$0.00	\$1,708.00	\$1,708.00		\$1,708.00			
Villas of Hillcrest	1. ADA Site work	1450	1	\$0.00	\$10,000.00	\$10,000.00		\$10,000.00			
	2. ADA Units	1460		\$0.00	\$20,000.00	\$20,000.00		\$20,000.00			

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2010									
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFPP (Yes / No): NO Replacement Housing Factor Grant No:									
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
AMP 15 TX009000015											
Hidden Ridge											
	1. Replace appliances	1465	228	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Replace mailboxes	1475	1	\$8,000.00	\$8,000.00	\$9,500.00					
	3. Operating	1406	1	\$20,000.00	\$20,000.00						
	4. Security	1406	1	\$79,200.00	\$79,200.00						
	5. Repair breezeways	1460	1	\$0.00	\$1,869.00	\$1,869.00	\$1,869.00	\$1,869.00		complete	
	6. Paint dumpsters	1450	1	\$0.00	\$3,843.00	\$3,843.00					
	7. MOD Make Ready	1460	18	\$0.00	\$39,333.00	\$39,333.00					
	8. A & E Exterior work	1430	1	\$0.00	\$17,500.00	\$17,500.00					
	Pebbles Apartments										
AMP 16 TX009000016											
Scattered Site Tex 9-29											
	1. Replace appliances	1465	22	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	3. Operating	1406	1	\$10,000.00	\$10,000.00						
	Scattered Site Tex 9-30										
	1. Replace appliances	1465	20	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Scattered Site Tex 9-37										
	1. Replace appliances	1465	15	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Scattered Site Tex -40										
	1. Replace appliances	1465	18	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00			

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Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2010				
PHA Name:		Capital Fund Program Grant No: TX21P00950110		Capital Fund Program Grant No: TX21P00950110				
Housing Authority of the City of Dallas, Texas		CFPP (Yes / No): NO		Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
Scattered Site Tex 9-42	1. Replace appliances	1465	14	\$14,000.00	\$0.00	\$0.00	\$0.00	
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	
Conner Drive	1. Replace appliances	1465	11	\$9,000.00	\$0.00	\$0.00	\$0.00	
	2. Renovate bathrooms	1460	11	\$55,000.00	\$55,000.00			
	3. Paint dumpsters	1450	1	\$1,281.00	\$1,281.00	\$1,281.00		
Military Parkway	1. Replace appliances	1465	25	\$20,000.00	\$0.00	\$0.00	\$0.00	
	2. Renovate bathrooms	1460	25	\$37,500.00	\$125,000.00			
	3. Paint dumpsters	1450	1	\$0.00	\$1,708.00	\$1,708.00	\$1,281.00	
PHA Wide	1. Fees and costs	1430	1	\$10,000.00	\$150,000.00	\$1,300.50	\$1,300.50	
	2. Construction Inspector	1430	1	\$60,000.00	\$60,000.00			
	3. Administration	1410	1	\$629,000.00	\$629,000.00			
	4. Computer software and equipment	1408	1	\$110,000.00	\$110,000.00			
	5. Utility Allowance Study	1430	1	\$0.00	\$80,000.00	\$78,636.00		
	6. Advertising	1460	1	\$0.00	\$1,448.98	\$1,448.98	\$1,448.98	
	7. Replace Appliances	1465	1	\$0.00	\$100,000.00			
				\$6,292,024.00	\$6,308,243.00	\$751,582.99	\$400,972.64	

Page 164
 1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program						Federal FFY of Grant: 2010
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
AMP 1						
Roseland Homes	7/15/2012		7/15/2014			
Roseland Townhomes	7/15/2012		7/15/2014			
Roseland Estates	7/15/2012		7/15/2014			
Carroll Townhomes	7/15/2012		7/15/2014			
Monarch Townhomes	7/15/2012		7/15/2014			
Roseland Scattered Sites	7/15/2012		7/15/2014			
AMP 2						
Little Mexico Village	7/15/2012		7/15/2014			
AMP 3						
Cedar Springs Place	7/15/2012		7/15/2014			
Cedar Springs Place Addition	7/15/2012		7/15/2014			
AMP 4						
Frazier Fellowship	7/15/2012		7/15/2014			
Wahoo Frazier	7/15/2012		7/15/2014			
Mill City Frazier	7/15/2012		7/15/2014			
Frazier Scattered Sites	7/15/2012		7/15/2014			
AMP 5						
Brackins Village	7/15/2012		7/15/2014			
AMP 6						
Turner Courts	7/15/2012		7/15/2014			
AMP 7						
Rhoads Terrace	7/15/2012		7/15/2014			

Part III: Implementation Schedule for Capital Fund Financing Program									
PHA Name: Housing Authority of the City of Dallas, Texas									
Development Number Name/HA- Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates				
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date					
AMP 8									
Hamptons at Lakewest	7/15/2012		7/15/2014						
Kingbridge Crossing	7/15/2012		7/15/2014						
Lakeview Townhomes	7/15/2012		7/15/2014						
Villa Creek Townhomes	7/15/2012		7/15/2014						
Lakewest Village (S.F.)	7/15/2012		7/15/2014						
AMP 9									
Park Manor	7/15/2012		7/15/2014						
AMP 10									
Brooks Manor	7/15/2012		7/15/2014						
AMP 11									
Cliff Manor	7/15/2012		7/15/2014						
AMP 12									
Audelia Manor	7/15/2012		7/15/2014						
AMP 13									
Barbara Jordan Square	7/15/2012		7/15/2014						
Larimore Lane	7/15/2012		7/15/2014						
AMP 14									
Frankford Townhomes	7/15/2012		7/15/2014						
Kelly Blvd	7/15/2012		7/15/2014						
Villas of Hillcrest	7/15/2012		7/15/2014						
AMP 15									
Hidden Ridge	7/15/2012		7/15/2014						
Pebbles Apts.	7/15/2012		7/15/2014						

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: Replacement Housing Factor Grant No: TX21R00950110 Date of CFFP:		2010 7/15/2010	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: 1)	
Original Annual Statement		<input type="checkbox"/>		Final Performance and Evaluation Report	
Performance and Evaluation Report for Period Ending: 6/30/2011		<input checked="" type="checkbox"/>		Revised Annual Statement (revision no: 1)	
Line	Summary by Development Account	Total Estimated Cost	Revised 2	Obligated	Total Actual Cost 1
		Original	Revised 2	Obligated	Expended
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 21)3	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$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	\$623,386.00	\$623,386.00	\$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 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities 4	\$0.00	\$0.00	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report.
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TX21R00950110 Date of CFFP:		FFY of Grant: FFY of Grant Approval:	2010 7/15/2010
PHA Name: Housing Authority of the City of Dallas, Texas		<input checked="" type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Final Performance and Evaluation Report			
X	Original Annual Statement Performance and Evaluation Report for Period Ending: 6/30/2011	Total Estimated Cost	Revised 2	Obligated	Total Actual Cost 1
Line	Summary by Development Account	Original	Revised 2	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$623,386.00	\$623,386.00	\$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 Activities	\$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
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

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Part II: Supporting Pages		Federal FFY of Grant: 2010						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: CFPP (Yes / No): NO Replacement Housing Factor Grant No: TX21R009501						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 1 TX009000001								
Roseland Townhomes								
Roseland Estates								
Carroll Townhomes								
Monarch Townhomes								
Lakeview Townhomes								
AMP 2 TX009000002								
Little Mexico Village								
Cedar Springs Place								
Cedar Springs Pl. Add	Architectural & Engineering Services	1430	1	\$623,386.00	\$623,386.00			
AMP 3 TX009000003								
Frazier Fellowship								
Wahoo Frazier								
Mill City								
AMP 4 TX009000004								
Hamptons at Lakewest								
Kingsbridge Crossing								
Villa Creek								
Lakewest Village								
AMP 5 TX009000005								
Park Manor								
Brooks Manor								
Cliff Manor								
Audelia Manor								

1. To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2. To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2010
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
AMP 1 TX009000001							
Roseland Townhomes	7/15/2012		7/15/2014				
Roseland Estates	7/15/2012		7/15/2014				
Carroll Townhomes	7/15/2012		7/15/2014				
Monarch Townhomes	7/15/2012		7/15/2014				
Lakeview Townhomes	7/15/2012		7/15/2014				
AMP 2 TX009000002							
Little Mexico Village	7/15/2012		7/15/2014				
Cedar Springs Place	7/15/2012		7/15/2014				
Cedar Springs Pl. Add	7/15/2012		7/15/2014				
AMP 3 TX009000003							
Frazier Fellowship	7/15/2012		7/15/2014				
Wahoo Frazier	7/15/2012		7/15/2014				
Mill City	7/15/2012		7/15/2014				
AMP 4 TX009000004							
Hampsons at Lakewest	7/15/2012		7/15/2014				
Kingsbridge Crossing	7/15/2012		7/15/2014				
Villa Creek	7/15/2012		7/15/2014				
Lakewest Village	7/15/2012		7/15/2014				
AMP 5 TX009000005							
Park Manor	7/15/2012		7/15/2014				
Brooks Manor	7/15/2012		7/15/2014				
Cliff Manor	7/15/2012		7/15/2014				
Audelia Manor	7/15/2012		7/15/2014				

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: Replacement Housing Factor Grant No: TX21R00950210 Date of CFFP:		2010 7/15/2010	
Type of Grant	Original Annual Statement Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies 6/30/2011	Revised Annual Statement (revision no: 1) Final Performance and Evaluation Report	Total Actual Cost 1	
Line	Summary by Development Account	Original	Revised 2	Obligated	Expended
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 21)3	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$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	\$822,485.00	\$822,485.00	\$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 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities 4	\$0.00	\$0.00	\$0.00	\$0.00

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3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
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Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: Replacement Housing Factor Grant No: TX21R00950210 Date of CFFP:		2010 7/15/2010	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: 1)	
Original Annual Statement		6/30/2011		Final Performance and Evaluation Report	
X Performance and Evaluation Report for Period Ending:		Total Estimated Cost		Total Actual Cost 1	
Summary by Development Account		Original		Obligated	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$822,485.00	\$822,485.00	\$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 Activities	\$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
Signature of Executive Director		Date		Signature of Public Housing Director	

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- 4 RHF funds shall be included here.

Part II: Supporting Pages		Federal FFY of Grant: 2010						
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: CFFP (Yes / No): NO Replacement Housing Factor Grant No: TX21R009502		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 1 TX009000001	Roseland Townhomes							
	Roseland Estates							
	Carroll Townhomes							
	Monarch Townhomes							
	Lakeview Townhomes							
AMP 2 TX009000002	Little Mexico Village							
	Cedar Springs Place							
	Cedar Springs Pl. Add	1430	1	\$822,485.00	\$822,485.00			
AMP 3 TX009000003	Frazier Fellowship							
	Wahoo Frazier							
	Mill City							
AMP 4 TX009000004	Hamptons at Lakewest							
	Kingsbridge Crossing							
	Villa Creek							
	Lakewest Village							
AMP 5 TX009000005	Park Manor							
	Brooks Manor							
	Cliff Manor							
	Audelia Manor							

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2010
PHA Name: Housing Authority of the City of Dallas, Texas							Reason for Revised Target Dates
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Original Expenditure End Date	Actual Expenditure End Date	
	Original Obligation End Date	Actual End Date	Original Expenditure End Date	Actual Expenditure End Date			
AMP 1 TX009000001							
Roseland Townhomes	7/15/2012		7/15/2014				
Roseland Estates	7/15/2012		7/15/2014				
Carroll Townhomes	7/15/2012		7/15/2014				
Monarch Townhomes	7/15/2012		7/15/2014				
Lakeview Townhomes	7/15/2012		7/15/2014				
AMP 2 TX009000002							
Little Mexico Village	7/15/2012		7/15/2014				
Cedar Springs Place	7/15/2012		7/15/2014				
Cedar Springs Pl. Add	7/15/2012		7/15/2014				
AMP 3 TX009000003							
Frazier Fellowship	7/15/2012		7/15/2014				
Wahoo Frazier	7/15/2012		7/15/2014				
Mill City	7/15/2012		7/15/2014				
AMP 4 TX009000004							
Hamptons at Lakewest	7/15/2012		7/15/2014				
Kingsbridge Crossing	7/15/2012		7/15/2014				
Villa Creek	7/15/2012		7/15/2014				
Lakewest Village	7/15/2012		7/15/2014				
AMP 5 TX009000005							
Park Manor	7/15/2012		7/15/2014				
Brooks Manor	7/15/2012		7/15/2014				
Cliff Manor	7/15/2012		7/15/2014				
Audelia Manor	7/15/2012		7/15/2014				

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment N
Public Housing Utility Allowances**

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Roseland Townhomes



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
8	58	71	12	3	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Roseland Townhomes Development is an all electric site, meaning all end uses, including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Calculation Method was used to develop reasonable utility consumption levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 BR APT End	2 BR APT End	2 BR TH End	3 BR TH Mid	4 BR DUP End	4 BR TH Mid	5 BR TH End	0	0
Electric (kWh)	718	754	865	975	1,225	1,181	1,406	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br End	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br End	4 Br Mid	5 Br End	0
Lighting	79	94	94	123	123	134	134	145	-
Refrigeration	41	45	45	49	49	54	54	58	-
Miscellaneous Appliances	150	164	164	181	181	199	199	219	-
Laundry	77	115	115	153	153	191	191	230	-
Cooking	66	73	73	80	80	88	88	97	-
Domestic Hot Water	163	244	244	325	325	407	407	488	-
Space Conditioning - Htg	475	479	396	582	484	611	513	625	-
Total Monthly Cons {kWh}	1,050	1,215	1,131	1,494	1,396	1,684	1,586	1,861	-
Monthly \$ Allowance	\$ 105	\$ 120	\$ 112	\$ 146	\$ 137	\$ 164	\$ 155	\$ 181	

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br End	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br End	4 Br Mid	5 Br End	0
Space Conditioning - AC*	212	351	351	490	490	490	490	492	
Total Monthly Cons {kWh}	212	351	351	490	490	490	490	492	-
Monthly \$ Allowance	\$ 20	\$ 33	\$ 33	\$ 46					

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Carroll Townhomes



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
12	44	15	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Carroll Townhomes Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were appliaed to those consumption levels to obatian a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Heat Pump	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	0	0	0
Electric (kWh)	721	757	869	978	1,227	1,183	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	0	0	0
Lighting	84	84	106	106	161	161	-	-	-
Refrigeration	45	45	50	50	55	55	-	-	-
Miscellaneous Appliances	150	150	164	164	181	181	-	-	-
Laundry	77	77	115	115	153	153	-	-	-
Cooking	66	66	73	73	80	80	-	-	-
Domestic Hot Water	163	163	244	244	325	325	-	-	-
Space Conditioning - Htg	175	150	202	170	244	210			
Total Monthly Cons {kWh}	760	735	955	923	1,200	1,166			
Monthly \$ Allowance	\$ 77	\$ 75	\$ 96	\$ 93	\$ 119	\$ 115			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	0	0	0
Space Conditioning - AC*	181	181	241	241	363	363	-	-	-
Total Monthly Cons {kWh}	181	181	241	241	363	363	-	-	-
Monthly \$ Allowance	\$ 17	\$ 17	\$ 23	\$ 23	\$ 34	\$ 34	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Monarch Townhomes



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
8	40	17	0	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Monarch Townhomes Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Heat Pump	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	0	0	0
Electric (kWh)	718	754	864	974	1,223	1,179	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	0	0	0
Lighting	84	84	106	106	154	154	-	-	-
Refrigeration	45	45	50	50	55	55	-	-	-
Miscellaneous Appliances	150	150	164	164	181	181	-	-	-
Laundry	77	77	115	115	153	153	-	-	-
Cooking	66	66	73	73	80	80	-	-	-
Domestic Hot Water	163	163	244	244	325	325	-	-	-
Space Conditioning - Htg	175	150	202	170	244	210			
Total Monthly Cons {kWh}	760	735	955	923	1,192	1,158	-	-	-
Monthly \$ Allowance	\$ 77	\$ 75	\$ 96	\$ 93	\$ 118	\$ 115			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	0	0	0
Space Conditioning - AC*	181	181	241	241	363	363	-	-	-
Total Monthly Cons {kWh}	181	181	241	241	363	363	-	-	-
Monthly \$ Allowance	\$ 17	\$ 17	\$ 23	\$ 23	\$ 34	\$ 34	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Roseland Estates



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
7	53	67	11	0	0

Resident Paid Utilities: Electric
Electric Utility: Cirro Energy
Rate used for Allowance \$: RES - SMART LOCK 12

DHW Elec Storage
Space Heating Elec Resistance

The Roseland Estates Development is an all electric site, meaning all end uses, including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Calculation Method was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br TH End	1 Br TH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH Mid	4 Br TH End	0	0
Electric (kWh)	718	754	865	975	1,225	1,181	1,406	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br End	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br End	4 Br Mid	0	0
Lighting	79	94	94	123	123	134	134	-	-
Refrigeration	41	45	45	49	49	54	54	-	-
Miscellaneous Appliances	150	164	164	181	181	199	199	-	-
Laundry	77	115	115	153	153	191	191	-	-
Cooking	66	73	73	80	80	88	88	-	-
Domestic Hot Water	163	244	244	325	325	407	407	-	-
Space Conditioning - Htg	475	479	396	582	484	611	513	-	-
Total Monthly Cons {kWh}	1,050	1,215	1,131	1,494	1,396	1,684	1,586	-	-
Monthly \$ Allowance	\$ 105	\$ 120	\$ 112	\$ 146	\$ 137	\$ 164	\$ 155		

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br End	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br End	4 Br Mid	0	0
Space Conditioning - AC*	212	351	351	490	490	490	490	492	
Total Monthly Cons {kWh}	212	351	351	490	490	490	490	492	-
Monthly \$ Allowance	\$ 20	\$ 33	\$ 33	\$ 46					

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Frazier Fellowship - 76



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
14	35	27	0	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Frazier Fellowship Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumption levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	N/A	N/A	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Lighting	68	68	114	114	119	119	-	-	-
Refrigeration	41	41	45	45	49	49	-	-	-
Miscellaneous Appliances	150	150	164	164	181	181	-	-	-
Laundry	77	77	115	115	153	153	-	-	-
Cooking	66	66	73	73	80	80	-	-	-
Domestic Hot Water	163	163	244	244	325	325	-	-	-
Space Conditioning - Htg	420	461	409	480	433	498			
Total Monthly Cons {kWh}	984	1,025	1,164	1,235	1,341	1,406	-	-	-
Monthly \$ Allowance	\$ 98	\$ 102	\$ 115	\$ 122	\$ 132	\$ 138			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Space Conditioning - AC*	164	164	325	325	325	325	-	-	-
Total Monthly Cons {kWh}	164	164	325	325	325	325	-	-	-
Monthly \$ Allowance	\$ 15	\$ 15	\$ 31	\$ 31	\$ 31	\$ 31	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Frazier Scattered Sites

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	6	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Frazier Scattered Homes is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly CFL Lamps	Misc Appl	Includes dishwasher
Refrigeration	E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 BR								
Electric (kWh)	N/A								
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 BR	0	0	0	0	0	0	0	0
Lighting	55	-	-	-	-	-	-	-	-
Refrigeration	45	-	-	-	-	-	-	-	-
Miscellaneous Appliances	181	-	-	-	-	-	-	-	-
Laundry	153	-	-	-	-	-	-	-	-
Cooking	80	-	-	-	-	-	-	-	-
Domestic Hot Water	331	-	-	-	-	-	-	-	-
Space Conditioning - Htg	816	-	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	1,662	-	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 162								

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 BR	0	0	0	0	0	0	0	0
Space Conditioning - AC*	308								
Total Monthly Cons {kWh}	308								
Monthly \$ Allowance	\$ 29								

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Wahoo Frazier - 118



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
26	52	40	0	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Wahoo Frazier Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumption levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	N/A	N/A	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Lighting	68	68	117	117	123	123	-	-	-
Refrigeration	41	41	45	45	49	49	-	-	-
Miscellaneous Appliances	150	150	164	164	181	181	-	-	-
Laundry	77	77	115	115	153	153	-	-	-
Cooking	66	66	73	73	80	80	-	-	-
Domestic Hot Water	163	163	244	244	325	325	-	-	-
Space Conditioning - Htg	420	461	409	480	433	498			
Total Monthly Cons {kWh}	984	1,025	1,168	1,239	1,345	1,410	-	-	-
Monthly \$ Allowance	\$ 98	\$ 102	\$ 116	\$ 122	\$ 132	\$ 138			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Space Conditioning - AC*	164	164	325	325	325	325	-	-	-
Total Monthly Cons {kWh}	164	164	325	325	325	325	-	-	-
Monthly \$ Allowance	\$ 15	\$ 15	\$ 31	\$ 31	\$ 31	\$ 31	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Mill City Frazier - 116



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
30	48	38	0	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Mill City Frazier Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	N/A	N/A	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Lighting	68	68	119	119	125	125	-	-	-
Refrigeration	41	41	45	45	49	49	-	-	-
Miscellaneous Appliances	150	150	164	164	181	181	-	-	-
Laundry	77	77	115	115	153	153	-	-	-
Cooking	66	66	73	73	80	80	-	-	-
Domestic Hot Water	163	163	244	244	325	325	-	-	-
Space Conditioning - Htg	420	461	409	480	433	498			
Total Monthly Cons {kWh}	984	1,025	1,170	1,240	1,347	1,412	-	-	-
Monthly \$ Allowance	\$ 98	\$ 102	\$ 116	\$ 122	\$ 132	\$ 138			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br Mid	1 Br End	2 Br Mid	2 Br End	4 BR DUP End	3 Br End	0	0	0
Space Conditioning - AC*	164	164	325	325	325	325	-	-	-
Total Monthly Cons {kWh}	164	164	325	325	325	325	-	-	-
Monthly \$ Allowance	\$ 15	\$ 15	\$ 31	\$ 31	\$ 31	\$ 31	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Lakeview Townhomes



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
12	55	45	35	5	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Lakeview Townhomes Development is an all electric site, meaning all end uses, including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Calculation Method was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Heat Pump	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br APT End	2 Br APT End	2 Br TH Mid	3 Br TH End	4 BR DUP End	4 Br TH Mid	5 Br TH Mid	0	0
Electric (kWh)	713	860	843	1,089	N/A	1,297	1,533	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br End	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br Mid	5 Br Mid	0	0
Lighting	61	72	72	90	90	112	123	-	-
Refrigeration	44	48	48	52	52	57	61	-	-
Miscellaneous Appliances	150	164	164	181	181	199	219	-	-
Laundry	77	115	115	153	153	191	230	-	-
Cooking	66	73	73	80	80	88	97	-	-
Domestic Hot Water	163	244	244	325	325	407	488	-	-
Space Conditioning - Htg	184	233	217	205	175	205	236	-	-
Total Monthly Cons {kWh}	744	949	933	1,087	1,057	1,259	1,454	-	-
Monthly \$ Allowance	\$ 76	\$ 95	\$ 94	\$ 108	\$ 105	\$ 124	\$ 142		

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br End	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br Mid	5 Br Mid	0	0
Space Conditioning - AC*	165	222	222	276	276	332	359	-	-
Total Monthly Cons {kWh}	165	222	222	276	276	332	359	-	-
Monthly \$ Allowance	\$ 16	\$ 21	\$ 21	\$ 26	\$ 26	\$ 31	\$ 34	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Cedar Springs Place/Addition



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
164	161	60	0	17	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales

The Cedar Springs Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br APT TopEnd	1 Br APT BotEnd	2 Br APT TopEnd	2 Br APT BotEnd	4 BR DUP End	3 Br TH End	5 Br TH End	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	-
Natural Gas (CCF)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br Top End	1 Br Bot End	2 Br Top End	2 Br Bot End	2 Br Mid	3 Br End	5 Br End	0	
Lighting	62	73	73	73	73	102	118	-	-
Refrigeration	37	37	41	41	41	45	52	-	-
Miscellaneous Appliances	150	150	164	164	164	181	219	-	-
Laundry	77	77	115	115	153	153	191	-	-
Cooking	-	-	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	16	16	21	21	21	21	21	-	-
Total Monthly Cons {kWh}	341	352	414	414	453	502	601	-	-
Monthly \$ Allowance	\$ 38	\$ 39	\$ 45	\$ 45	\$ 49	\$ 53	\$ 63		

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br Top End	1 Br Bot End	2 Br Top End	2 Br Bot End	2 Br Mid	3 Br End	5 Br End	0	0
Space Conditioning - AC*	280	280	280	280	374	374	374	-	-
Total Monthly Cons {kWh}	280	280	280	280	374	374	374	-	-
Monthly \$ Allowance	\$ 26	\$ 26	\$ 26	\$ 26	\$ 35	\$ 35	\$ 35	\$ -	\$ -

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Resident Allowance Summary Report Dallas Housing Authority

Site Name: Frankford Townhomes



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
5	38	28	5	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales

The Frankford Townhomes Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics

Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br APT End-ADA	2 Br TH Mid	2 Br APT End-ADA	3 Br TH End	4 BR DUP End	4 Br TH End	4 Br TH Mid	0	0
Electric (kWh)	310	373	373	446	440	509	509	-	-
Natural Gas (CCF)	28	30	32	37	39	45	44	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br End	2 Br Mid	2 Br End - 1 Story	3 Br End	3 Br End - 1 Story	4 Br End	4 Br Mid	0	
Lighting	60	85	85	96	96	118	118	-	-
Refrigeration	45	49	49	53	53	58	58	-	-
Miscellaneous Appliances	150	164	164	181	181	199	199	-	-
Laundry	77	115	115	153	153	191	191	-	-
Cooking	66	73	73	80	80	88	88	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	21	21	21	21	21	21	21	-	-
Total Monthly Cons {kWh}	418	508	508	585	585	676	676	-	-
Monthly \$ Allowance	\$ 45	\$ 54	\$ 54	\$ 61	\$ 61	\$ 69	\$ 69		

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br End	2 Br Mid	2 Br End - 1 Story	3 Br End	3 Br End - 1 Story	4 Br End	4 Br Mid	0	0
Space Conditioning - AC*	228	313	313	399	399	484	484	-	-
Total Monthly Cons {kWh}	228	313	313	399	399	484	484	-	-
Monthly \$ Allowance	\$ 21	\$ 29	\$ 29	\$ 37	\$ 37	\$ 45	\$ 45	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Hidden Ridge Apartments



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
156	72	0	0	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Hidden Ridge Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Forced Air	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Central Nat Gas - No Allowance	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br TH End	2 Br TH End	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	534	634	-	-	-	-	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br TH End	2 Br TH End	0	0	4 BR DUP End	0	0	0	0
Lighting	119	164	-	-	-	-	-	-	-
Refrigeration	43	47	-	-	-	-	-	-	-
Miscellaneous Appliances	150	164	-	-	-	-	-	-	-
Laundry	77	115	-	-	-	-	-	-	-
Cooking	66	73	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Conditioning - Htg	538	744							
Total Monthly Cons {kWh}	992	1,308							
Monthly \$ Allowance	\$ 99	\$ 129							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br TH End	2 Br TH End	0	0	4 BR DUP End	0	0	0	0
Space Conditioning - AC*	156	214							
Total Monthly Cons {kWh}	156	214							
Monthly \$ Allowance	\$ 15	\$ 20							

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Resident Allowance Summary Report Dallas Housing Authority

Site Name: Villa Creek Apartments



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
18	55	41	35	3	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Villa Creek Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Forced Air	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 BR	2 BR	3 BR	4 BR	4 BR DUP End	0	0	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	N/A	-	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 BR	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br End	4 BR Mid	5 Br	0
Lighting	97	103	103	108	108	114	114	136	-
Refrigeration	42	46	46	51	51	55	55	63	-
Miscellaneous Appliances	150	164	164	181	181	199	199	219	-
Laundry	77	115	115	153	153	191	191	230	-
Cooking	66	73	73	80	80	88	88	97	-
Domestic Hot Water	163	244	244	325	325	407	407	488	-
Space Conditioning - Htg	503	609	382	783	721	908	805	857	-
Total Monthly Cons {kWh}	1,097	1,354	1,127	1,681	1,620	1,962	1,859	2,089	
Monthly \$ Allowance	\$ 109	\$ 133	\$ 112	\$ 164	\$ 158	\$ 190	\$ 180	\$ 202	

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 BR	2 Br End	2 Br Mid	3 Br End	3 Br Mid	4 Br End	4 BR Mid	5 Br	0
Space Conditioning - AC*	241	301	301	366	366	430	430	494	
Total Monthly Cons {kWh}	241	301	301	366	366	430	430	494	-
Monthly \$ Allowance	\$ 23	\$ 28	\$ 28	\$ 34	\$ 34	\$ 40	\$ 40	\$ 46	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Hillcrest



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
20	10	9	1	0	0

Resident Paid Utilities: Electric
Electric Utility: Cirro Energy
Rate used for Allowance \$: RES - SMART LOCK 12

The Hillcrest Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Forced Air	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 BR	2 BR	3 BR	4 BR	4 BR DUP End	0	0	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	-	-	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 BR	2 BR	3 BR	4 BR	4 BR DUP End	0	0	0	0
Lighting	57	96	120	180	-	-	-	-	-
Refrigeration	41	45	49	53	-	-	-	-	-
Miscellaneous Appliances	150	164	181	199	-	-	-	-	-
Laundry	77	115	153	191	-	-	-	-	-
Cooking	66	73	80	88	-	-	-	-	-
Domestic Hot Water	163	244	325	407	-	-	-	-	-
Space Conditioning - Htg	522	500	580	609	-	-	-	-	-
Total Monthly Cons {kWh}	1,075	1,237	1,489	1,728	-	-	-	-	-
Monthly \$ Allowance	\$ 107	\$ 122	\$ 146	\$ 168					

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 BR	2 BR	3 BR	4 BR	4 BR DUP End	0	0	0	0
Space Conditioning - AC*	193	287	326	378	-	-	-	-	-
Total Monthly Cons {kWh}	193	287	326	378	-	-	-	-	-
Monthly \$ Allowance	\$ 18	\$ 27	\$ 31	\$ 35	\$ -	\$ -			

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Resident Allowance Summary Report Dallas Housing Authority

Site Name: Roseland Scattered Sites



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	4	4	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Addresses Included: 2207 Carroll
 4408 Deere
 4226 Munger
 4616 Lafayette

The Roseland Scattered Sites Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were appliaed to those consumption levels to obatian a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Forced Air	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	2 BR End	3 BR End	0	0	0	0	0	0	0
Electric (kWh)	N/A	N/A	-	-	-	-	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	2 BR End	3 BR End	0	0	0	0	0	0	0
Lighting	121	150	-	-	-	-	-	-	-
Refrigeration	45	49	-	-	-	-	-	-	-
Miscellaneous Appliances	164	181	-	-	-	-	-	-	-
Laundry	115	153	-	-	-	-	-	-	-
Cooking	73	80	-	-	-	-	-	-	-
Domestic Hot Water	244	325	-	-	-	-	-	-	-
Space Conditioning - Htg	-	-							
Total Monthly Cons {kWh}	763	939	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 78	\$ 94							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	2 BR End	3 BR End	0	0	0	0	0	0	0
Space Conditioning - AC*	-	-	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	-	-	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ -	\$ -							

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Roseland Scattered Sites



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
22	34	0	0	0	0

Resident Paid Utilities: Electric
Electric Utility: Cirro Energy
Rate used for Allowance \$: RES - SMART LOCK 12

Addresses Included: 1913 Caddo
 3410 Roseland
 2101 Carroll
 2124 Carroll
 2219 Carroll

The Roseland Scattered Sites Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Forced Air	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 BR End	2 BR End	0	0	0	0	0	0	0
Electric (kWh)	N/A	N/A	-	-	-	-	-	-	-
Natural Gas (Therm)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 BR End	2 BR End	0	0	0	0	0	0	0
Lighting	121	134	-	-	-	-	-	-	-
Refrigeration	41	45	-	-	-	-	-	-	-
Miscellaneous Appliances	150	164	-	-	-	-	-	-	-
Laundry	77	115	-	-	-	-	-	-	-
Cooking	66	73	-	-	-	-	-	-	-
Domestic Hot Water	163	244	-	-	-	-	-	-	-
Space Conditioning - Htg	-	-							
Total Monthly Cons {kWh}	617	776	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 64	\$ 79							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 BR End	2 BR End	0	0	0	0	0	0	0
Space Conditioning - AC*	-	-	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	-	-	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ -	\$ -							

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Little Mexico



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
24	33	32	13	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales

The Little Mexico Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics

Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br APT End	2 Br TH End	3 Br TH End	3 Br TH Mid	4 BR DUP End	0	0	0	0
Electric (kWh)	N/A	N/A	N/A	N/A	N/A	-	-	-	-
Natural Gas (CCF)	26	31	39	37	44	-	-	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 BR	2 BR	3 BR End	3 BR Mid	4 BR End	4 BR Mid	0	0	0
Lighting	68	79	90	90	101	101	-	-	-
Refrigeration	46	51	56	56	60	60	-	-	-
Miscellaneous Appliances	150	164	181	181	199	199	-	-	-
Laundry	77	115	153	153	191	191	-	-	-
Cooking	-	-	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	32	32	32	32	32	32			
Total Monthly Cons {kWh}	372	441	511	511	583	583			
Monthly \$ Allowance	\$ 41	\$ 47	\$ 54	\$ 54	\$ 61	\$ 61			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 BR	2 BR	3 BR End	3 BR Mid	4 BR End	4 BR Mid	0	0	0
Space Conditioning - AC*	96	142	187	187	233	233	-	-	-
Total Monthly Cons {kWh}	96	142	187	187	233	233	-	-	-
Monthly \$ Allowance	\$ 9	\$ 13	\$ 18	\$ 18	\$ 22	\$ 22			

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Resident Allowance Summary Report

Dallas Housing Authority

Site Name: Brackins Village



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
16	48	26	12	0	0

Resident Paid Utilities: Electric
Electric Utility: Cirro Energy
Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: Natural Gas
Electric Utility: Atmos Energy
Rate used for Allowance \$: R - Residential Sales

The Brackins Village Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br RH End	1 Br RH Mid	2 Br TH End	2 Br TH Mid	4 BR DUP End	3 Br TH End	3 Br TH Mid	4 Br TH End	4 Br TH Mid
Electric (kWh)	334	333	387	385	384	449	447	500	499
Natural Gas (CCF)	29	27	38	34	31	48	43	57	52
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 Br RH End	1 Br RH Mid	2 Br TH End	2 Br TH Mid	3 Br TH End	3 Br TH Mid	4 Br TH End	4 Br TH Mid	
Lighting	84	84	99	99	110	110	121	121	-
Refrigeration	35	35	39	39	42	42	46	46	-
Miscellaneous Appliances	150	150	164	164	181	181	199	199	-
Laundry	77	77	115	115	153	153	191	191	-
Cooking	-	-	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	32	32	32	32	32	32	48	48	
Total Monthly Cons {kWh}	377	377	448	448	517	517	604	604	
Monthly \$ Allowance	\$ 41	\$ 41	\$ 48	\$ 48	\$ 55	\$ 55	\$ 63	\$ 63	

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 Br RH End	1 Br RH Mid	2 Br TH End	2 Br TH Mid	3 Br TH End	3 Br TH Mid	4 Br TH End	4 Br TH Mid	0
Space Conditioning - AC*	280	280	280	280	374	374	374	374	
Total Monthly Cons {kWh}	280	280	280	280	374	374	374	374	-
Monthly \$ Allowance	\$ 26	\$ 26	\$ 26	\$ 26	\$ 35	\$ 35	\$ 35	\$ 35	\$ -

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Resident Allowance Summary Report Dallas Housing Authority

Site Name: Lakewest Village



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	40	0	10	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales

The Lakewest Village Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 BR	5 BR	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	N/A	N/A	-	-	-	-	-	-	-
Natural Gas (CCF)	N/A	N/A	-	-	-	-	-	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 BR	5 BR	0	0	0	0	0	0	0
Lighting	136	145	-	-	-	-	-	-	-
Refrigeration	38	45	-	-	-	-	-	-	-
Miscellaneous Appliances	181	219	-	-	-	-	-	-	-
Laundry	153	230	-	-	-	-	-	-	-
Cooking	80	97	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	21	21	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	609	756	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 63	\$ 77							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 BR	5 BR	0	0	0	0	0	0	0
Space Conditioning - AC*	375	450	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	375	450	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 35	\$ 42	\$ -						

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Resident Allowance Summary Report Dallas Housing Authority

Site Name: Conner Drive



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	5	6	0	0

Resident Paid Utilities: **Electric**
Electric Utility: Cirro Energy
Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
Electric Utility: Atmos Energy
Rate used for Allowance \$: R - Residential Sales

The Conner Drive Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 Br SF House	4 Br SF House	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	447	510	-	-	-	-	-	-	-
Natural Gas (CCF)	43	50	-	-	-	-	-	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Lighting	122	140	-	-	-	-	-	-	-
Refrigeration	38	41	-	-	-	-	-	-	-
Miscellaneous Appliances	181	199	-	-	-	-	-	-	-
Laundry	153	191	-	-	-	-	-	-	-
Cooking	80	88	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	21	21	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	595	681	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 62	\$ 70							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Space Conditioning - AC*	355	355	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	355	355	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 33	\$ 33	\$ -						

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Resident Allowance Summary Report

Dallas Housing Authority

Site Name: Kelly Boulevard



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	9	10	0	0

Resident Paid Utilities: Electric
Electric Utility: Cirro Energy
Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: Natural Gas
Electric Utility: Atmos Energy
Rate used for Allowance \$: R - Residential Sales

The Kelly Boulevard Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obatian a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 Br SF House	4 Br SF House	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	519	590	-	-	-	-	-	-	-
Natural Gas (CCF)	41	48	-	-	-	-	-	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Lighting	129	140	-	-	-	-	-	-	-
Refrigeration	41	45	-	-	-	-	-	-	-
Miscellaneous Appliances	181	199	-	-	-	-	-	-	-
Laundry	153	191	-	-	-	-	-	-	-
Cooking	-	-	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	21	21	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	526	596	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 55	\$ 62							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Space Conditioning - AC*	484	484	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	484	484	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 45	\$ 45	\$ -						

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Larimore Lane



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	10	11	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales

The Larimore Lane Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 Br SF House	4 Br SF House	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	447	510	-	-	-	-	-	-	-
Natural Gas (CCF)	44	51	-	-	-	-	-	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Lighting	114	131	-	-	-	-	-	-	-
Refrigeration	45	48	-	-	-	-	-	-	-
Miscellaneous Appliances	181	199	-	-	-	-	-	-	-
Laundry	153	191	-	-	-	-	-	-	-
Cooking	-	-	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	21	21	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	513	591	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 54	\$ 62							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Space Conditioning - AC*	479	563	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	479	563	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 45	\$ 53	\$ -						

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Military Parkway



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	18	7	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales

The Military Parkway Development is individually metered for both Electric and Natural Gas. Currently all residential utility consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Natural Gas Forced Air Furnace	Cooking	Standard Gas Range/Oven
Domestic Hot Water	Gas Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 Br SF House	4 Br SF House	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	447	510	-	-	-	-	-	-	-
Natural Gas (CCF)	44	51	-	-	-	-	-	-	-
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Lighting	114	131	-	-	-	-	-	-	-
Refrigeration	38	41	-	-	-	-	-	-	-
Miscellaneous Appliances	181	199	-	-	-	-	-	-	-
Laundry	153	191	-	-	-	-	-	-	-
Cooking	-	-	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Cond - Furnace Fan	21	21	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	507	584	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 54	\$ 61							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 Br SF House	4 Br SF House	0	0	0	0	0	0	0
Space Conditioning - AC*	308	311	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	308	311	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 29	\$ 29	\$ -						

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: The Hamptons at Lakewest



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
36	129	52	8	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Hamptons at Lakewest Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Central System - No Allowance	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br Apt End	2 Br Apt End	2 Br TH Mid	3 Br TH End	4 BR DUP End	4 Br SF House	4 Br TH End	0	0
Electric (kWh)	363	428	428	513	579	579	579	-	-
Natural Gas (CCF)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 BR End	1 Br Mid	2 BR Mid	3 BR End	3 BR Mid	4 BR End	4 BR Mid	0	0
Lighting	103	103	120	129	129	147	147	-	-
Refrigeration	40	40	44	49	49	53	53	-	-
Miscellaneous Appliances	150	150	164	181	181	199	199	-	-
Laundry	77	77	115	153	153	191	191	-	-
Cooking	66	66	73	80	80	88	88	-	-
Domestic Hot Water									
Space Conditioning - Htg	514	488	417	577	539	693	621		
Total Monthly Cons {kWh}	950	924	934	1,168	1,131	1,372	1,299		
Monthly \$ Allowance	\$ 95	\$ 93	\$ 94	\$ 116	\$ 112	\$ 135	\$ 128		

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 BR End	1 Br Mid	2 BR Mid	3 BR End	3 BR Mid	4 BR End	4 BR Mid	0	0
Space Conditioning - AC*	258	258	272	311	311	370	364		
Total Monthly Cons {kWh}	258	258	272	311	311	370	364	-	-
Monthly \$ Allowance	\$ 24	\$ 24	\$ 26	\$ 29	\$ 29	\$ 35	\$ 34	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Kingbridge Crossing



Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
60	100	28	8	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Kingbridge Crossing Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine a reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	Electric Resistance Heating	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Electric Individual Storage - 30-40 Gal	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	1 Br APT End	1 Br APT Mid	2 Br TH End	3 Br APT End	4 BR DUP End	0	0	0	0
Electric (kWh)	751	737	924	1,200	1,427	-	-	-	-
Natural Gas (CCF)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	1 BR End	1 BR Mid	2 BR End	2 BR Mid	3 BR End	4 BR End	0	0	0
Lighting	75	75	94	94	112	116	-	-	-
Refrigeration	46	46	50	50	55	59	-	-	-
Miscellaneous Appliances	150	150	164	164	181	199	-	-	-
Laundry	77	77	115	115	153	191	-	-	-
Cooking	66	66	73	73	80	88	-	-	-
Domestic Hot Water	163	163	244	244	325	407	-	-	-
Space Conditioning - Htg	590	552	874	781	952	1,134	-	-	-
Total Monthly Cons {kWh}	1,166	1,129	1,614	1,521	1,858	2,194	-	-	-
Monthly \$ Allowance	\$ 116	\$ 112	\$ 158	\$ 149	\$ 180	\$ 212			

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	1 BR End	1 BR Mid	2 BR End	2 BR Mid	3 BR End	4 BR End	0	0	0
Space Conditioning - AC*	314	314	314	314	386	469	-	-	-
Total Monthly Cons {kWh}	314	314	314	314	386	469	-	-	-
Monthly \$ Allowance	\$ 29	\$ 29	\$ 29	\$ 29	\$ 36	\$ 44	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Barbara Jordan Square



REVISION #1 - NEW HEAT PUMPS

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	100	0	0	0

Resident Paid Utilities: Electric
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

The Barbara Jordan Square Development is an all electric site, meaning all end uses including space heating and domestic hot water are fueled by electricity. Currently all residential electric consumption is Checkmetered at each apartment and the tenants are billed back for excess consumption. The intent of this study is to determine an reasonable utility allowance under regulations established by HUD. To do this the Engineering Methodology was used to develop reasonable utility consumptions levels and the current utility rates were applied to those consumption levels to obtain a monthly Utility Allowance amount.

General Utility End Use Characteristics			
Space Heating	New Heat Pumps	Cooking	Standard Electric Range/Oven
Domestic Hot Water	Central Nat Gas - No Allowance	Laundry	W/D Hookups for Elec Dryer
Lighting	Mainly incandescent lamps	Misc Appl	Includes dishwasher
Refrigeration	Typically at or just above E-Star	Water	1.6 Toilet, Remainder Std Flow

Current Consumption Allowances Per Apartment - Monthly

Utility	3 Br APT Top End	3 Br APT Bot End	0	0	4 BR DUP End	0	0	0	0
Electric (kWh)	1,162	1,070	-	-	-	-	-	-	-
Natural Gas (CCF)									
Water (CCF)									

Proposed Electric Allowances - {kWh} Per Apartment - Monthly

Allowance Category	3 Br APT Top End	3 Br APT Bot End	0	0	4 BR DUP End	0	0	0	0
Lighting	134	134	-	-	-	-	-	-	-
Refrigeration	45	45	-	-	-	-	-	-	-
Miscellaneous Appliances	181	181	-	-	-	-	-	-	-
Laundry	153	153	-	-	-	-	-	-	-
Cooking	80	80	-	-	-	-	-	-	-
Domestic Hot Water	-	-	-	-	-	-	-	-	-
Space Conditioning - Htg	278	282							
Total Monthly Cons {kWh}	871	875	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 88	\$ 88							

Optional Allowance Categories - {kWh} Per Apartment - Monthly Additional Amount

Allowance Category	3 Br APT Top End	3 Br APT Bot End	0	0	4 BR DUP End	0	0	0	0
Space Conditioning - AC*	142	142	-	-	-	-	-	-	-
Total Monthly Cons {kWh}	142	142	-	-	-	-	-	-	-
Monthly \$ Allowance	\$ 13	\$ 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* May through September

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Single Family Homes 9-29

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	1	21	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales



10315 Woodlot
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
14,794	0	95		
1,233	0	8		
\$ 122	\$ -	\$ 65	\$	186



10364 Shelburne Court
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
22,868	0	97		
1,906	0	8		
\$ 185	\$ -	\$ 66	\$	251



10409 Oak Gate
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
19,687	0	93		
1,641	0	8		
\$ 160	\$ -	\$ 64	\$	224



10528 Woodleaf
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
22,293	0	97		
1,858	0	8		
\$ 180	\$ -	\$ 66	\$	246



10822 Phantom Hill
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
23,656	0	95		
1,971	0	8		
\$ 191	\$ -	\$ 65	\$	256

Site Name: Single Family Homes 9-29 Cont.



1303 Cy Blackburn
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
7,140	851	95		
595	71	8		
\$ 62	\$ 65	\$ 65	\$	192



1913 New Haven
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
24,041	0	93		
2,003	0	8		
\$ 194	\$ -	\$ 64	\$	258



2219 Chatham Square
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
15,864	0	97		
1,322	0	8		
\$ 130	\$ -	\$ 66	\$	196



2287 Nantucket Village
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
20,191	0	97		
1,683	0	8		
\$ 164	\$ -	\$ 66	\$	230



2683 Clayton Oaks
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
26,268	0	95		
2,189	0	8		
\$ 211	\$ -	\$ 65	\$	276



3150 San Diego
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
15,081	0	95		
1,257	0	8		
\$ 124	\$ -	\$ 65	\$	189

Site Name: Single Family Homes 9-29 Cont.



340 Ancestry
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
20,982	0	97	
1,749	0	8	
\$ 170	\$ -	\$ 66	\$ 236



387 Ancestry
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
20,778	0	95	
1,732	0	8	
\$ 168	\$ -	\$ 65	\$ 233



480 Pleasant Meadows
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
21,547	0	97	
1,796	0	8	
\$ 174	\$ -	\$ 66	\$ 240



531 Bayshore
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
22,423	0	93	
1,869	0	8	
\$ 181	\$ -	\$ 64	\$ 245



628 Bayshore
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
20,996	0	95	
1,750	0	8	
\$ 170	\$ -	\$ 65	\$ 235



725 Manhattan
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
23,026	0	95	
1,919	0	8	
\$ 186	\$ -	\$ 65	\$ 251

Site Name: Single Family Homes 9-29 Cont.



7405 Sorcey
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
15,039	0	95	
1,253	0	8	
\$ 124	\$ -	\$ 65	\$ 188



808 Woodrock
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
22,034	0	95	
1,836	0	8	
\$ 178	\$ -	\$ 65	\$ 243



8911 La Prada
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
16,463	0	97	
1,372	0	8	
\$ 135	\$ -	\$ 66	\$ 201



9512 Brewster
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
19,865	0	71	
1,655	0	6	
\$ 161	\$ -	\$ 50	\$ 211



9516 Cutleaf Court
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
14,858	0	95	
1,238	0	8	
\$ 122	\$ -	\$ 65	\$ 187

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Single Family Homes 9-30

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	20	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales



10002 China Tree Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
22,418	0	97		
1,868	0	8		
\$ 181	\$ -	\$ 66	\$	247



10122 Ironwood
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
21,812	0	91		
1,818	0	8		
\$ 177	\$ -	\$ 62	\$	239



10206 Deer Hollow
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
22,042	0	95		
1,837	0	8		
\$ 178	\$ -	\$ 65	\$	243



10215 China Tree Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
21,587	0	97		
1,799	0	8		
\$ 175	\$ -	\$ 66	\$	241



10226 China Tree Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
22,807	0	97		
1,901	0	8		
\$ 184	\$ -	\$ 66	\$	250

Site Name: Single Family Homes 9-30 Cont.

10226 Red Maple
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
21,795	0	97	
1,816	0	8	
\$ 176	\$ -	\$ 66	\$ 242



10324 Woodheights
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
24,694	0	95	
2,058	0	8	
\$ 199	\$ -	\$ 65	\$ 264



11526 Cotillion
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,263	825	97	
522	69	8	
\$ 55	\$ 64	\$ 66	\$ 185



1552 Hunterwood
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
21,485	0	93	
1,790	0	8	
\$ 174	\$ -	\$ 64	\$ 238



1635 Cedar Bluff Lane
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
21,723	0	97	
1,810	0	8	
\$ 176	\$ -	\$ 66	\$ 242

1743 Eastcliff
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
20,247	0	97	
1,687	0	8	
\$ 164	\$ -	\$ 66	\$ 230

Site Name: Single Family Homes 9-30 Cont.



4635 Silver Springs
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,602	727	95	
550	61	8	
\$ 58	\$ 59	\$ 65	\$ 181



7101 Winterberry
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
21,845	0	97	
1,820	0	8	
\$ 177	\$ -	\$ 66	\$ 243



7126 Flameleaf Place
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
23,173	0	89	
1,931	0	7	
\$ 187	\$ -	\$ 61	\$ 248



7409 Emory Oak Lane
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
22,928	0	95	
1,911	0	8	
\$ 185	\$ -	\$ 65	\$ 250



915 Pleasant Woods
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
21,970	0	95	
1,831	0	8	
\$ 178	\$ -	\$ 65	\$ 243



9319 Timberbluff
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
25,023	0	95	
2,085	0	8	
\$ 202	\$ -	\$ 65	\$ 266

Site Name: Single Family Homes 9-30 Cont.

9416 Timberbluff

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
20,331	0	95	
1,694	0	8	
\$ 165	\$ -	\$ 65	\$ 230



9512 Red Willow

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
25,471	0	95	
2,123	0	8	
\$ 205	\$ -	\$ 65	\$ 270



9848 Williamsburg

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,395	844	97	
533	70	8	
\$ 56	\$ 65	\$ 66	\$ 187

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Single Family Homes 9-37

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	9	6	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales



10344 Nantucket Village

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
16,292	0	71		
1,358	0	6		
\$ 133	\$ -	\$ 50	\$ 183	



10455 Fern

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
18,360	0	71		
1,530	0	6		
\$ 150	\$ -	\$ 50	\$ 200	



10534 Oak Gate

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
18,319	0	71		
1,527	0	6		
\$ 149	\$ -	\$ 50	\$ 199	



1319 Engle

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
15,059	190	70		
1,255	16	6		
\$ 124	\$ 29	\$ 49	\$ 202	



13404 Vida Lane

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
22,025	0	95		
1,835	0	8		
\$ 178	\$ -	\$ 65	\$ 243	

Site Name: Single Family Homes 9-37 Cont.



2318 Ballycastle
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,249	751	93	
521	63	8	
\$ 55	\$ 60	\$ 64	\$ 179



2356 Materhorn
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,105	678	70	
509	57	6	
\$ 54	\$ 56	\$ 49	\$ 159



2515 Fenwick
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,812	587	95	
568	49	8	
\$ 59	\$ 51	\$ 65	\$ 175



2715 Scottsbluff
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
15,388	0	95	
1,282	0	8	
\$ 126	\$ -	\$ 65	\$ 191



2829 Weather Vane
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
15,735	0	93	
1,311	0	8	
\$ 129	\$ -	\$ 64	\$ 193



3345 James
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
9,805	577	71	
817	48	6	
\$ 83	\$ 50	\$ 50	\$ 183

Site Name: Single Family Homes 9-37 Cont.



3907 O.B. Crowe Drive

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
14,381	0	97	
1,198	0	8	
\$ 118	\$ -	\$ 66	\$ 184



6334 Parkdale

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
18,928	0	70	
1,577	0	6	
\$ 154	\$ -	\$ 49	\$ 203



6942 Tayloe

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
5,201	556	73	
433	46	6	
\$ 47	\$ 49	\$ 51	\$ 147



715 Pleasant Hills

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
17,787	0	71	
1,482	0	6	
\$ 145	\$ -	\$ 50	\$ 195

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Single Family Homes 9-40

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	3	15	0	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales



10219 Black Hickory
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
12,973	187	95		
1,081	16	8		
\$ 107	\$ 29	\$ 65	\$	201



11626 Cotillion
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
12,849	183	93		
1,071	15	8		
\$ 107	\$ 29	\$ 64	\$	199



11626 Featherbrook
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
16,067	0	95		
1,339	0	8		
\$ 132	\$ -	\$ 65	\$	196



12384 High Meadow
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
12,005	193	71		
1,000	16	6		
\$ 100	\$ 29	\$ 50	\$	179



2326 Rocky Glen
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}		
9,709	245	95		
809	20	8		
\$ 82	\$ 32	\$ 65	\$	179

Site Name: Single Family Homes 9-40 Cont.



2567 Sundance
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
16,561	0	95	
1,380	0	8	
\$ 136	\$ -	\$ 65	\$ 200



2995 Merrell
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
12,300	245	95	
1,025	20	8	
\$ 102	\$ 32	\$ 65	\$ 199



3124 Tower Trail
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
11,107	187	95	
926	16	8	
\$ 93	\$ 29	\$ 65	\$ 187



3823 Casa Del Sol
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
13,324	190	97	
1,110	16	8	
\$ 110	\$ 29	\$ 66	\$ 205



4115 Beechwood
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
11,281	140	71	
940	12	6	
\$ 94	\$ 26	\$ 50	\$ 171



4602 Fallon Place
Annual Consumption
Monthly Consumption
Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
11,842	193	71	
987	16	6	
\$ 99	\$ 29	\$ 50	\$ 178

Site Name: Single Family Homes 9-40 Cont.



4720 Meadow Ridge
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
14,636	0	97	
1,220	0	8	
\$ 120	\$ -	\$ 66	\$ 186



5622 Winding Wood Trail
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
16,974	0	95	
1,414	0	8	
\$ 139	\$ -	\$ 65	\$ 203



6615 Mountain Cedar
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
16,308	0	93	
1,359	0	8	
\$ 134	\$ -	\$ 64	\$ 197



6712 Cedar Forest
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
17,400	0	95	
1,450	0	8	
\$ 142	\$ -	\$ 65	\$ 207



6756 Mountain Cedar
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
17,191	0	95	
1,433	0	8	
\$ 140	\$ -	\$ 65	\$ 205



7215 Hunnicut
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
12,783	241	93	
1,065	20	8	
\$ 106	\$ 32	\$ 64	\$ 202

Site Name: Single Family Homes 9-40 Cont.



9937 Coldwater Circle

Annual Consumption

Monthly Consumption

Monthly Allowance

	Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
Annual Consumption	11,662	245	95	
Monthly Consumption	972	20	8	
Monthly Allowance	\$ 97	\$ 32	\$ 65	\$ 194

Resident Allowance Summary Report Dallas Housing Authority

Site Name: Single Family Homes 9-42

Unit Counts					
1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
0	0	13	1	0	0

Resident Paid Utilities: **Electric**
 Electric Utility: Cirro Energy
 Rate used for Allowance \$: RES - SMART LOCK 12

Resident Paid Utilities: **Natural Gas**
 Electric Utility: Atmos Energy
 Rate used for Allowance \$: R - Residential Sales



10202 Goodyear
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}			
7,686	861	95			
641	72	8			
\$ 66	\$ 66	\$ 65	\$	197	



10635 Channel Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}			
7,937	911	119			
661	76	10			
\$ 68	\$ 69	\$ 80	\$	217	



1606 Mapleton Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}			
8,159	769	95			
680	64	8			
\$ 70	\$ 61	\$ 65	\$	196	



2435 Driftway Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}			
7,207	921	95			
601	77	8			
\$ 62	\$ 69	\$ 65	\$	196	



3011 Rotan
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}			
7,360	696	95			
613	58	8			
\$ 64	\$ 57	\$ 65	\$	185	

Site Name: Single Family Homes 9-42 Cont.



3729 High Vista
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
7,410	743	95	
618	62	8	
\$ 64	\$ 60	\$ 65	\$ 188



3731 High Vista
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
7,965	730	95	
664	61	8	
\$ 68	\$ 59	\$ 65	\$ 192



3741 High Vista
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
7,082	737	95	
590	61	8	
\$ 61	\$ 59	\$ 65	\$ 185



3743 High Vista
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
7,389	715	95	
616	60	8	
\$ 64	\$ 58	\$ 65	\$ 187



6203 N. Jim Miller Road
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,896	926	97	
575	77	8	
\$ 60	\$ 70	\$ 66	\$ 195



7815 Claremont Drive
 Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
27,649	0	97	
2,304	0	8	
\$ 222	\$ -	\$ 66	\$ 288

Site Name: Single Family Homes 9-42 Cont.



7953 Claremont Drive

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
5,403	834	95	
450	69	8	
\$ 48	\$ 65	\$ 65	\$ 178



8206 Hunnicut Road

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
6,721	862	97	
560	72	8	
\$ 59	\$ 66	\$ 66	\$ 191



9040 Longmont

Annual Consumption
 Monthly Consumption
 Monthly Allowance

Electric {kWh}	Natural Gas {CCF}	Water {kGal}	
17,662	245	95	
1,472	20	8	
\$ 144	\$ 32	\$ 65	\$ 241

Resident Allowance Summary Report Dallas Housing Authority

Medical Equipment Allowance

The Dallas Housing Authority has requested that an allowance category be created for the use of certain medically necessary equipment. A list of the specific equipment types to be included was provided to JCI and the following allowance categories have been created accordingly. Specific technical data was not available for two of the machines listed below.

Electric Consumption Allowance {kWh} - Monthly

Medical equipment	Brand	Model/Make	Electrical Requirements	Runtime {hrs/day}	Annual kWh	Monthly kWh
1. Power wheelchair (electric)	ShopRider	6Runner14	8 A Charger	8	2,570	214
	Golden Compass	#GP600	5 A Charger	8	1,606	134
2. Oxygen machine/breathing	Invacare Venture Home	#IDH 200	200W	12	876	73
	Platinum XL HF CII	#IDH 200	585W	12	2,562	214
	SmartStart	#3001	Data Not Available			
3. Nebulizer	PARI Trek Compressor	46B0000	1.25 A Charger	2	100	8
	Pulmocare	#402-01959	Data Not Available			

Electric Cost Allowance {\$} - Monthly

Medical equipment	Brand	Model/Make	Electrical Requirements	Runtime {hrs/day}	Annual \$	Monthly \$
1. Power wheelchair (electric)	ShopRider	6Runner14	8 A Charger	10	\$ 237	\$ 20
	Golden Compass	#GP600	5 A Charger	10	\$ 134	\$ 11
2. Oxygen machine/breathing	Invacare Venture Home	#IDH 200	200W	12	\$ 73	\$ 6
	Platinum XL HF CII	#IDH 200	585W	12	\$ 214	\$ 18
	SmartStart	#3001	Data Not Available		\$ -	
3. Nebulizer	PARI Trek Compressor	46B0000	1.25 A Charger	2	\$ 8	\$ 1
	Pulmocare	#402-01959	Data Not Available		\$ -	

Resident Allowance Summary Report Dallas Housing Authority

Electric Service

Cirro Energy/Oncor Delivery Area	
Commodity Charges	Rates
Monthly Service Charge	\$ 5.87 per Month
Fixed Energy Price	\$ 0.0630 per kWh
PassThru Delivery	\$ 0.0268 per kWh
Total Charge per kWh	\$ 0.0898 per kWh
Taxes ¹	
City of Dallas Sales Tax	2.250%
MGR Tax	1.997%
PUCA	0.167%
Effective Tax Rate	4.414%

[1] Residential Electric Service is Exempt from State Sales Tax

Natural Gas Service

Atmos Energy	
Commodity Charges	Rates
Monthly Service Charge	\$ 16.00 per Month
IRA	\$ 1.70 per Month
Rider IR	\$ 0.29 per Month
Total Fixed Charges	\$ 17.99
Commodity Charge	\$ 0.4135 per MCF
Gas Cost Recovery	\$ 5.9075 per MCF
Total Charge per CCF	\$ 6.3210 per MCF
Taxes ¹	
City of Dallas Sales Tax	2.250%
MGR Tax	1.997%
Effective Tax Rate	4.247%

[1] Residential Natural Gas Service is Exempt from State Sales Tax

Water/Sewer Service

City of Dallas	
Commodity Charges	Rates
Monthly Service Charge	\$ 8.13 per Month
Storm Drainage Management Fee	\$ 3.65
Total Fixed Charges	\$ 11.78
Up to 4,000 Galls	\$ 5.9000 per Kgal
4,001 to 10,000 Galls	\$ 7.4900 per Kgal
Taxes	
City of Dallas Sales Tax	
MGR Tax	
Effective Tax Rate	0.000%

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment O
Admissions and Continued Occupancy Policy for
Low-Income Housing Owned by DHA**



DALLAS HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR LOW INCOME HOUSING OWNED BY DHA

JULY 2011

**3939 N. Hampton Rd.
Dallas, TX 75212**

PUBLIC HOUSING PROGRAM: 214-583-8900 TDY: 214-951-8488.



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**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR DHA-OWNED PROPERTIES
DALLAS HOUSING AUTHORITY**

3939 N Hampton Road,
Dallas, TX 75212

Public Housing Program: 214-583-8900 TDY: 214-951-8488.

The U.S. Department of Housing and Urban Development (HUD) has established certain regulatory requirements applicable to Low Income Housing, that are generally set forth in Title 24 of the Code of Federal Regulations (24 CFR), Parts 5, 8, 100, 290, 401, 402, 880, 886, 960 and 966. If there is any conflict between HUD's regulations and this policy, the regulations will govern. In addition to Low Rent Public Housing, certain sections of this policy apply to other types of low income housing owned, managed or developed by DHA such as multifamily housing, project-based Section 8 housing, project-based voucher housing and Low Income Housing Tax Credit units. When Federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority and other HUD guidance last priority.

Besides being DHA's Admissions and Continued Occupancy Policy, this is the Tenant Selection Plan for multifamily housing owned by DHA.

In its management of the multifamily project-based section 8 housing that DHA owns, it will comply with HUD's regulations and guidance governing such housing. If HUD's regulations and guidance for multifamily housing conflict with those governing the management of public housing DHA will comply with the HUD rules applicable to the type of housing. DHA's staff are aware of which of its properties are public housing, multifamily housing and project-based voucher housing and, consequently, which rules and guidance apply.

This policy references certain procedures (Shown in *italic type*), that describe in detail how the policy is to be carried out by staff. The procedures are extensions of the policy document referenced. All procedures are public documents and are available for review upon request.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Dallas Housing Authority (DHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
 - b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100**
 - c. Executive Order 11063,
 - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
 - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
 - f. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair



Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504.)

- g. Any applicable State laws or local ordinances.
 2. DHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the DHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
 3. DHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior. **24 CFR § 960.203(a)**
 4. DHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.
- B. Reasonable Accommodations**
1. DHA, as a public agency that provides affordable housing to eligible families, has a legal obligation to provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**
 2. A unit modification is some adaptation or change DHA can make to its apartments, buildings, or sites. A reasonable accommodation is a modification DHA can make to its methods and procedures (but not Federal law, regulations or DHA policies). Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. **24 CFR § 8.20**

A modification or accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of DHA's program.
 3. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.4**
 4. Facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the DHA has such facilities) will be usable by residents with a full range of disabilities. If DHA offers such facilities, and none is accessible, some¹ will be made

¹ It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without



so, subject to the undue financial and administrative burden test. **24 CFR § 8.2**

5. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.6**
6. Examples of reasonable accommodations include, but are not limited to: **24 CFR § 8.4**
 - a. Making alterations to a DHA apartment to make it fully accessible so it could be used by a person in a wheelchair;
 - b. Transferring a resident (at DHA's expense) who needs a fully accessible unit from an apartment that cannot be made accessible to an apartment that is accessible (this may require moving the resident from one property to another);
 - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
 - d. Adding or altering apartment or building features so they may be used by a family member with a disability, including but not limited to;
 - 1) Installing strobe-type flashing light smoke detectors and flashing light/doorbell for a family with a hearing impaired member;
 - 2) Adding structural grab bars in the bathroom;
 - 3) Changing the doorknobs to lever-type door handles;
 - 4) Installing a magnifier over the thermostat;
 - 5) Switching the bathtub to a shower;
 - 6) Lowering the peephole on the door;
 - e. Permitting a family to have a large dog to assist a family member with a disability in a DHA family development where the size of dogs is usually limited; **24 CFR § 8.20**
 - f. Making sure that DHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
 - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with DHA staff;
 - 2) Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot read;
 - 3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with DHA staff;
 - 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with DHA if the individual desires such representation;
 - 5) Permitting an outside agency or individual to assist an applicant with a disability to meet the DHA's applicant screening criteria.

disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.



- g. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
- 1) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - 2) to care for and avoid damaging the apartment and common areas; to use facilities and equipment in a reasonable way;
 - 3) to create no health, or safety hazards, and to report maintenance needs
 - 4) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - 5) not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - 6) to comply with necessary and reasonable rules and program requirements of HUD and the DHA.

But there is no requirement that they be able to do these things without assistance.

- h. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
- i. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, DHA may terminate the lease. **24 CFR § 8.2**
- j. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
- k. If an applicant or resident would prefer not to discuss his/her disability with the DHA, that is his/her right.

A. Providing Information in Languages other than English for persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information. 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.
2. The DHA 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).
3. DHA's Procedure on *Communication with Persons with Limited English Proficiency* describes the specific methods DHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be



available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.

- b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.
- c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
- d. The DHA will provide written translations of other 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. Translation of other documents, if needed, can be provided orally. In 2011 the LEP groups for which DHA will provide translated materials are those who need materials in Spanish and in Vietnamese.
- e. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.

II. Eligibility and Intake

A. Applications

1. DHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations and DHA's *Procedure on Intake and Processing*. Except for qualification for preferences, DHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.
2. Every application file for admission to low rent housing shall include the date and time of application, or lottery/application number (if applicable), applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.
3. The following information will be verified according to HUD's regulatory requirements at **24 CFR part 5** and DHA's *Procedure on Verification*, to determine qualification for admission to DHA's housing: **24 CFR § 960.259**
 - a. Family composition, demographics and type (Elderly/Disabled/Near elderly /Non-elderly)
 - b. Annual Income
 - c. Assets and Asset Income
 - d. Deductions from Income
 - e. Preferences
 - f. Social Security Numbers of all Family Members
 - g. Applicant Screening Information (including tenant and criminal history)
 - h. Citizenship or immigration status



4. Enterprise Income Verification (using Federal databases) or third party written information that is mailed, faxed or transmitted electronically between DHA and the verification source are the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**
5. Individuals applying for admission must submit a pre-application in the manner stipulated in the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application by mail or in person.
6. If an applicant needs assistance in completing any aspect of the application process because of a disability, DHA will assist the applicant as needed to ensure equal access to DHA's programs.
7. Applicants providing false information regarding Family Income, composition, preferences or other circumstances affecting their eligibility or rent level will be rejected. If the Applicant has been assigned a unit, the lease will be terminated and DHA will pursue any and all lawful civil claims and criminal actions, including the recoupment of back rent.
8. DHA will periodically update each waiting list sublist either by contacting all applicants in writing² in accordance with DHA's *Procedure on Updating the Waiting List* or by requiring applicants to update their pre-applications on line.
9. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with DHA's *Procedure on Application Intake and Processing*.
10. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, DHA will change the application to make the other adult the new applicant so long as the family reports the death within 30 days and requests that another adult family member be named the head.
11. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:
 - a. Children who have been added to the family through birth adoption or court awarded custody to people already listed on the application will be added;
 - b. Individuals who can document that they need a Live-in Aide (even though not included on the original application) will be permitted to add the Live-in Aide;
 - c. Other adults will NOT be added to an application unless their addition would not change the unit size for which the family qualifies, although the family may file a different application with a different family composition when the waiting list is open.

B. Closing and Re-opening the Waiting List

1. Waiting lists will be opened and closed in accordance with DHA's *Procedure on Opening and Closing Waiting Lists*. Applicant names will be removed from the waiting list only in accordance with DHA's *Procedure on Removing Applicants from the Waiting List*. **24 CFR § 960.206**
2. It is unlikely that DHA will close the waiting list for the highest priority applicants or at certain properties.

² Or by the method designated at initial application by applicants with disabilities.



C. Affirmative Fair Housing Marketing and Outreach Procedures

1. When the waiting list is open DHA will conduct affirmative marketing as needed to ensure that the waiting list includes a mix of Applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of its area of operation. DHA will review the factors regularly to determine the need for and scope of marketing efforts.
2. All marketing efforts will include outreach to those least likely to apply. DHA may designate sites for accepting applications. DHA staff will be available at these sites to assist Applicants in completing the housing application documents. If additional applications are required to attain any of the objectives established in this Policy, DHA will engage in outreach efforts directed toward potential Applicants who might fulfill the need.
3. The method used for Affirmative Marketing is described in *Procedure on Affirmative Marketing*.

D. Income Targeting Requirements

DHA will ensure that 40 percent of Families admitted to public housing in any year have incomes at or below 30 percent of the area median income. HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant Family's Annual Income must not exceed the applicable income limit that HUD establishes and publishes for each county or Metropolitan Statistical Area (MSA) in the country. The income limits are based on the median income of the geographic area for which the limit is established, and are adjusted for family size.

E. Qualifying for Admission

It is DHA's policy to admit **only** applicants who can be verified to be qualified³ according to all the following criteria

1. Are a Family⁴, as defined in Section XIII of this policy;
2. Have at least one family member who meets HUD requirements on citizenship or immigration status⁵; **24 CFR § 5.5 (subpart E)**
3. Have an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD) posted in DHA offices. **24 CFR § 960.102**
4. Provide acceptable documentation of Social Security numbers for all family members or do not contest their immigration status; **24 CFR § 5.216**
5. Meet the Applicant Selection Criteria in these policies, including completing a DHA-approved pre-occupancy orientation session if required; **24 CFR § 960.202 & 203**
6. Are not already adequately housed in any Authority-owned dwelling unit. Applicants who are listed on a current DHA lease and live in a unit meeting occupancy standards are not qualified for admission unless they would qualify under the Incentive Transfer Standards described in this policy.

³ The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** definition of "Qualified Individual with Disability".

⁴ A family can be a single person.

⁵ If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.



7. Owe no money to DHA or any other housing authority in connection with any Federal housing program;
8. Do not have a history of misusing or abusing alcohol in any way that interferes with the health, safety, or rights of others, or
 - a. demonstrate to DHA's satisfaction that the family member who formerly abused alcohol longer abuses or misuses alcohol and;
 - b. have successfully completed a supervised alcohol rehabilitation program licensed and approved by Texas Commission on Alcohol and Drug Abuse (TCADA)⁶; or
 - c. are participating in a supervised alcohol rehabilitation program.
9. For Multifamily Section 8 project-based units and Low Income Housing Tax Credit properties ONLY, no assistance will be provided to any single person who is enrolled as a student in an institution of higher education, **unless that student**
 - a. Is over the age of 24, or
 - b. Is a veteran of the United States Military service, or
 - c. Is married, or
 - d. Has a dependent child, or
 - e. Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
 - f. Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance.
10. Screening applicants who claim mitigating circumstances
 - a. If negative information is received about an applicant, DHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.
 - b. DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

F. Admission to Efficiency Units

During the eligibility interview for the Public Housing Elderly/Disabled Sites Program, if both an efficiency unit and a 1-bedroom unit are available, a single Applicant will receive the efficiency unit offer.

G. Applicant Selection Criteria

1. The following list of criteria will be reviewed to determine whether Applicant Families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, DHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**
 - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the apartment and common areas;
 - c. to use facilities and equipment in a reasonable way;

⁶ If the Applicant entering DHA's program is from another state, DHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin



- d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the DHA.
2. DHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with DHA's *Procedure on Applicant Screening*.
 - a. Any costs incurred to complete the application process and screening will be paid by DHA. Application fees will not be charged by DHA.
 - b. Applicants who owe money to DHA or any other housing authority will not be admitted to the program until their debt is paid in full. **24 CFR §203**
 3. DHA's screening process will review the following information for each Applicant family (including certain data specific to every adult family member):
 - a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior;
 - b. Applicant must satisfy in full any overdue accounts or indebtedness owed to DHA or any other housing authority by any adult family member;
 - c. The Applicant's lease must not have been terminated for cause by DHA and, if a Section 8 program participant, the Applicant's voucher must not have been terminated within the previous 5 years, except that the period shall be 10 years for a drug related eviction or termination;
 - d. Applicant must have a history of reasonably good performance in meeting rent and utility payment obligations⁷, and no record of eviction from housing or termination from residential programs in the past 5 years for failure to meet financial obligations;

Former residents will not have their application rejected if the debt owed to DHA was discharged by a bankruptcy court;
 - e. DHA's standards on criminal activity require that neither the Applicant nor any adult family member:
 - 1) Has been convicted of manufacturing or producing methamphetamine on the premises of HUD-assisted housing. HUD regulations require that DHA permanently bar any individual with such a conviction;
 - 2) Is subject to a lifetime registration requirement under a State sex offender registration program. HUD regulations require that DHA permanently bar any individual subject to such requirements;
 - 3) Has been evicted because of drug-related criminal activity from housing assisted under the U.S. Housing Act of 1937 or convicted of drug-related criminal activity for a minimum of 10 years beginning on the date of such eviction or conviction. This requirement may be waived if:

⁷ Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.



- a) The eviction/conviction was for drug use or possession and since the eviction/conviction, the relevant member of the Applicant Family has successfully completed a supervised drug rehabilitation program licensed and approved by the TCADA. To demonstrate completion, the Applicant must provide a certificate of completion issued by the TCADA agency responsible for treatment. If the Applicant entering DHA's program is from another state, DHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin; or
 - b) the circumstances leading to the eviction no longer exist (for example, the individual involved in drugs is no longer a member of the family).
 - c) This waiver is not available to a person who was evicted for selling, trafficking, producing or manufacturing illegal substances.
- 4) Is currently engaged in the illegal use of controlled substances, or engaging in conduct that presents a pattern of illegal use of controlled substances.
- This requirement may be waived if the Applicant demonstrates to DHA's satisfaction that the relevant member of the Applicant Family no longer engages in the illegal use of the controlled substance(s) (see Section e.7.a) below).
- 5) Has a history of engaging in violent crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel;
 - 6) Has ever been convicted of arson or any crime of violence against a child.
 - 7) Is on parole or probation for drug-related crimes, violent crimes or crimes that threaten the health, safety and/or general well being of the community. The evidence of probation or parole for the aforementioned crimes maybe waived if the following criteria applies:
 - a) An Applicant is currently on probation or parole for an offense (except regulatory exclusions) that occurred prior to the seven-year time-frame, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.
 - b) An Applicant has completed probation or parole for an offense (except regulatory exclusions) that occurred prior to the seven-year timeframe, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.
 - 8) Applicant must have no history of misrepresenting information relative to eligibility, income, allowances, family composition or rent;
 - 9) Applicant must have no history in the past 5 years of disturbing neighbors, destroying property, or negative living and housekeeping habits at prior and/or current residences that may adversely affect the health and welfare of other residents;
4. For admission to a property/units targeted to vulnerable homeless applicants only, the screening criteria with respect to criminal history shall focus only on the Federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of Federally assisted housing and persons required for their lifetimes to



register as sex offenders. Beyond these two criteria, a criminal history shall not be used to exclude individuals so long as they are willing and able to refrain from violent actions and drug related criminal activity that would be a threat to others.

H. Determination of Eligibility and Notification of Applicants

1. Once DHA receives a completed application, the unverified income eligibility of the Applicant will be determined by DHA.
2. Applicant screening and verification of income, family composition, citizenship/immigration status, social security numbers, preferences and allowances will not take place until the Applicant is within estimated 120 days of receiving a unit offer. DHA's *Procedure on Verification of Information* will be used to verify all information related to eligibility for admission, receipt of subsidy and rent.
3. Each eligible Applicant will receive written notification of his/ her eligibility and of the approximate date he or she will be offered housing. A copy of this notification will be retained in the Applicant's file.
4. Each Applicant determined to be ineligible or unqualified for admission will be notified in writing of the reason(s) for the determination and the Applicant's right to submit a written request for an informal hearing within fourteen (14) calendar days of the date the notice is postmarked.
 - a. DHA will provide the Applicant with a copy of any information (including criminal history) DHA used to determine the Applicant ineligible or unqualified for admission upon written request.
 - b. The review and hearing procedures are described in DHA's *Procedure on Informal Hearings*.
5. Applications withdrawn by the Applicant or DHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility will be retained in DHA files for at least three (3) years following the date of the withdrawal or rejection of the application.

I. The Preference System for Public Housing and Multifamily Housing units

Preferences establish the order of applicants on the waiting list. Every applicant must still meet DHA's Selection Criteria before being offered an apartment. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet one of the definitions of the preferences described below. **24 CFR § 960.206**

1. Local Preferences

There are 5 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (that are defined Chapter XIII, Definition of Terms):

- a. Vulnerable homeless persons: For admission to buildings/units with supportive services, a preference shall be granted to vulnerable homeless individuals and families as identified by the Metropolitan Dallas Homeless Alliance, the Salvation Army, Family Gateway, Family Place and other organizations that serve homeless individuals and families. Additionally, persons with disabilities from other DHA properties who can remain as residents with the benefit of supportive services will be given a preference to transfer to such property.

Vacant ready units at Cliff Manor and 25 percent of all efficiency or one bedroom units at Brooks Manor, Park Manor, Forest Green Manor and Lakeland Manor



shall be offered to vulnerable homeless persons/couples. In addition, up to 8 units at, Brackins, Little Mexico, Hamptons, Villa Creek, Kingbridge Crossing, Barbara Jordan, Roseland Townhomes and Estates, Monarch, Carroll, Frazier Fellowship, Wahoo and Mill City shall be made available to formerly homeless families so long as supportive services are available under a memorandum of agreement.

- b. Formerly homeless families at Pebbles Park: Homeless families housed at Pebbles Park whose situations have been sufficiently stabilized to qualify for admission to public housing will be given an admission preference.
- c. Disaster Preference: Applicants displaced by a Federally declared disaster, or a disaster to a DHA-assisted unit will qualify for this preference if they apply within 90 days from the date the disaster is declared (and the waiting list is open at that time). They will be admitted in the following order:
 - 1) Existing public housing residents and HCV program participants
 - 2) Applicants who were not previously living in assisted housing but who meet all other application criteria.
- d. Working Families: Applies to up to one half of any year's admissions at non-elderly developments only. (Families whose sole adult members are elderly individuals or persons with disabilities at these properties will automatically be awarded this preference). A family will qualify for this preference if they have at least one adult member who is employed at least 30 hours per week in the 6 months prior to admission.

If any family is admitted because they qualify for this preference and, in the 12 months following admission, voluntarily leaves employment, they shall be considered to have committed program fraud. Such a family's lease will be terminated.

If there are insufficient working families to fill up to one half of the year's admissions, units will not be held vacant – non-preference waiting list families will be admitted.

- e. Mixed population building preference⁸
 - 1) In buildings designed for occupancy by Elderly and Disabled families (Brooks Manor, Park Manor, Cliff Manor, Audelia Manor, Forest Green Manor, Lakeland Manor), applications from single persons who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced. None of these properties has been formally designated for Elderly and Disabled families.
 - 2) Roseland Gardens and Lakewest Senior Village properties are project-based voucher properties designated for occupancy by Elderly Families. Only families whose head, spouse or sole member is a person aged 55 years old or older may be admitted to these properties and no families with children may be admitted.
2. Except as indicated below, these preferences are of equal weight and an applicant may qualify under any of the above categories.

⁸ This preference shall not apply to units in General Occupancy properties.



3. Families that do not qualify for one of these preferences and all applicants to multifamily properties will be categorized as “no-local-preference” applicants;
4. Sorting among applicants with equal Local preferences will be by date and time of application or lottery number (whichever system is in effect).

J. Factors other than Preferences that affect selection of Applicants

1. Accessible units: For UFAS accessible units, resident and applicant families that include a member with a disability who is verified to need the features of such units shall be given preference for admission over a family that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

When a UFAS accessible unit becomes available, it shall be offered first to a current resident who needs the features of the unit and second (if there are no residents who need the features and will accept a transfer) to an applicant family with a member who needs the accessibility features.

2. Income targeting: At least 40 percent of public housing admissions in every year shall be families of Extremely Low Income (as defined in Chapter XIII, Definition of Terms).
3. Deconcentration: If at any time, one of DHA’s public housing properties has an average tenant income greater than 15 percent higher than the DHA-wide average income, extremely low and very low income applicants will be targeted for admission until it is within 15 percent of DHA-wide average income. This requirement neither requires nor permits the transfer of families to achieve deconcentration goals.

K. Records Management

Information received by DHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.

All criminal records are maintained in a secured environment in the Applications and Assignments Division. Once the purpose for which the records were obtained is completed, the records are permanently destroyed by shredding.

L. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998 Federal Register

1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and underutilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit (Largest Unit Size)</u>	<u>Max Persons/Unit (Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	5	8
5BR	7	10

2. The following principles govern the size of apartment for which a family will qualify. Generally two people are expected to share a bedroom. The guidance below explains how DHA determines unit sizes to be assigned, but each family, not DHA, decides exactly who shares a bedroom. Units will be so assigned that:
 - a. Children age four and under will be assigned a bedroom with any other child or a



- parent, regardless of age or sex;
- b. Children between the ages of five and seventeen and adults will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
 - c. Two children between the ages of five and seventeen of the same sex will be assigned one bedroom;
 - d. Two children between the ages of five and seventeen of the opposite sex will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
 - e. Two adults (eighteen and older) of the same sex are assigned one bedroom regardless of relationship;
 - f. Two adults (eighteen and older) of opposite sex who are spouses or co-heads are assigned one bedroom;
 - g. Adults (eighteen and older) of opposite sex who are not spouses or co-heads of household are assigned separate bedrooms although the actual use of bedrooms is determined by the family
 - h. A single head of household parent will be assigned a separate bedroom from his/her child over age five, although the actual use of bedrooms is determined by the family.
 - i. Exceptions to the largest permissible apartment size may be made when verified to be needed as a reasonable accommodations for a person with disabilities.
 - j. An unborn child will be counted as a person in determining apartment size assigned;
 - a. DHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as it can be verified that the child will be living with the family if they are admitted.
 - b. A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned one or two bedroom units (not efficiency units).
 - c. DHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
 - d. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a family may be offered⁹.
 - e. The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.

III. Tenant Selection and Assignment Plan

A. Organizing the Applicant Waiting List

1. Site-based Waiting Lists

DHA has established site-based waiting lists:

- a. All mixed finance properties have site-based waiting lists as do the Section 8

⁹ Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.



multifamily and Project-based properties.

- b. An applicant may apply for admission to up to 3 properties with open waiting lists or may request “first available unit”. This will place his/her name on every waiting list.
- c. When an applicant is processed for admission he/she will be removed from all waiting lists whenever he/she accepts a unit offer, is denied admission due to ineligibility or failure to meet screening standards, or refuses a unit offer without good cause.
- d. Certain public housing properties are occupied only by the transfer of eligible residents who are high performing residents when such transferees are available, including but not limited to those participating in the Family Self Sufficiency Program. These properties include the following:
 - 1) Frazier scattered site homes,
 - 2) Scattered site homes,
 - 3) Single family homes (TX 9-29, TX 9-30, TX 9-37, TX 9-40 and TX 9-42),
 - 4) Frankford Townhomes,
 - 5) Villas at Hillcrest and
 - 6) any single family homes to be developed in the future
- e. Although applications may be accepted at each authorized site, they will continue to be processed centrally and all offers will be authorized centrally. Further, the central intake and placement office will monitor any increases in racial or ethnic concentration caused by site-based waiting list choices.
- f. The preferences described earlier in this Policy will be used to establish the order of each site-based waiting list and all applicants will retain their initial date and time of application/application number in the conversion.

B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (categories B.1.3.a. and b.1) and b.2) will receive offers of housing before applicants from the waiting list.
2. In all offers DHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability or familial status. Also, see the DHA *Procedure on Transfers*.
3. Specifically, the following order of offers applies:
 - a. Emergency transfers; **24 CFR § 966.4 (h)**
 - b. Administrative transfers in the following category order:
 - 1) Priority 1: DHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition or disposition of the building or complex;
 - 2) Priority 2: Reasonable accommodations for residents with disabilities **24 CFR § 8.4**
 - 3) Priority 3: Resident Incentive/ Family Self Sufficiency transfers;
 - 4) Priority 4: Unit too large or too small for resident family **24 CFR § 966.4(c)**
 - c. New Admissions from the waiting list;
4. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status, PLAN “A”, the one-offer plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24**



CFR § 1.4(2)(ii)

5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause. (see DHA's *Procedure on Good Cause for Refusal of Unit Offers*)
7. DHA will first match the apartment available to the highest ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application/lowest application number will receive the earlier offer. **24 CFR § 960.206(c)**.
8. If an applicant family's size changes while on the waiting list, the family is required to contact DHA so they can be placed on the correct sublist by unit size. If DHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit. Some sites may not have units of the size needed by the family and the family will be permitted to select a different site or up to 3 sites.
9. When application processing is delayed because of missing verifications or inconclusive screening information, a family's application will be suspended for up to 60 days until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position
10. The applicant must accept any apartment offered within five(5) calendar days of the later of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or the date they are shown the apartment or an equivalent apartment.
11. If the applicant does not accept the unit offer within five (5) calendar days, he/she will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.
12. All offers made over the phone will be confirmed by first class letter¹⁰.
 - a. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
 - b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.
13. Names will be removed from the waiting list in accordance with DHA's *Procedure on Removing Applications from the Waiting List*.

C. Accessible Units

1. Before offering a UFAS accessible apartment to a non-disabled applicant, DHA will offer such units:
 - a. First, to a current public housing resident with a disability that requires the greatest numbers of the special features of the vacant apartment. **24 CFR §**

¹⁰ Or by the communication method requested by an applicant with disabilities



8.27(1) (a)

- b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment. **24 CFR § 8.27(1) (b)**

2. When offering an accessible/adaptable apartment to a non-disabled applicant, DHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (2)**
3. If an applicant family includes a member with a visual or hearing impairment, the DHA will retrofit the unit (at DHA's cost) to be offered to the family to make it fully accessible for the family member's disability.

D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and transfer to and within public housing properties (including public housing units at tax credit properties) will be processed centrally by the Intake and Placement Department. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the Intake and Placement office. Offers may be made in person, in writing or by phone from the central office.
2. Note: DHA will be in charge of the application and transfer at process for ALL public housing units/properties. Applications for admission to the market rate units at Low Income Housing Tax Credit properties will be processed by site staff and audited monthly by DHA.

E. Transfers

DHA has three possible types of transfers: Emergency, Administrative and Resident-Incentive. The definition of each is found in the Transfer section.

1. Certain transfers take precedence over new admissions (See paragraph B.1 of this section).
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in its *Procedure on Good Cause for Refusal of Unit Offers* without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination. **24 CFR § 955.4(c)**
4. Tenants may use the DHA Grievance Procedure if they are refused the right to transfer or if DHA is requiring them to transfer and they do not want to do so. **24 CFR § 966.50**

F. Monitoring Tenant Selection and Assignments

Detailed records of units offered, including the location, date, and circumstances for each acceptance, or refusal of an offer will be maintained and monitored using the DHA *Procedure on Monitoring Tenant Selection and Assignment*.

G. Fair Housing

1. Complaints: DHA will respond to all complaints received from Applicants and tenants who believe that their rights under the Fair Housing Act have been violated. A written record of each complaint including the date, name of the person making the complaint, names of all person(s) involved, investigation of the facts, record of the



hearing, and the final decision regarding the complaint will be maintained by DHA. Each complainant will be furnished a written notice of the decision or action taken.

2. Applicants will be advised of their right to file a complaint with the HUD Fair Housing and Equal Opportunity Office. Information outlining how to file complaints with HUD is posted in the Applications and Assignments office and at all DHA housing developments

IV. Leasing Policies

A. General Leasing Policy

1. Apartments will be leased without regard to race, color, religion, sex, age¹¹, sexual orientation, national origin, disability and family status. **24 CFR §§ 1.4 and 100**
2. All units must be occupied by families whose sole residence is the apartment. **24 CFR § 966.4(f)**
3. All units must be occupied pursuant to a signed DHA lease that complies with HUD's regulations **24 CFR § 966.4** or, for multifamily properties, the HUD model lease.
4. DHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head, spouse, and all other adult members of the family and by the Executive Director or other authorized representative of DHA, prior to actual admission **24 CFR § 966.4 (p)**
6. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in. The explanation must be in a language understood by the Resident or in a manner intelligible to a person with disabilities.
7. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Occupancy Division or site staff (see III.d.1 and 2 above). Changes after leasing will be processed by the Manager or other authorized representative of DHA. .
8. Security Deposit:
 - a. Public Housing Properties:
 - i. The resident shall pay a security deposit at the time of leasing, or, with the permission of DHA, shall be permitted to pay part of the security deposit at leasing and the remainder over the first six months of tenancy as a charge in addition to the rent.
 - ii. The security deposit for new Elderly or Disabled families with no members who smoke, shall be the greater of \$100 or one month's rent.
 - iii. The security deposit for new Elderly or Disabled families with members who smoke, shall be the greater of \$250 or one month's rent.
 - iv. The security deposit for new non-elderly and non-disabled families with no members who smoke, shall be the greater of \$200 or one month's rent.
 - v. The security deposit for non-elderly and non-disabled families with members who smoke shall be the greater of \$450 or one month's rent.
 - vi. For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any DHA property (including situations in which a family is transferred from one property to another).

¹¹ Except at those properties that are properly designated for Elderly families without children, only.



extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment in accordance with DHA's *Procedure on Showing Units Prior to Leasing*.
2. DHA will not show nor move a family into a unit that does not meet basic habitability standards, including applicable DHA occupancy standards.

C. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or DHA's *Procedure on Additions to Resident Families/ Households*, shall be permitted to occupy a dwelling unit **24 CFR § 966.4(a)(v)**.
2. Children will be added to families if they are born to or adopted by a family member or a Court awards custody to an adult family member listed on the lease.
3. Generally DHA will approve the addition of an adult family or household member only when that individual passes screening and does not overcrowd the family in the unit they currently occupy.
4. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

D. Visitors

1. Overnight visitors are permitted in a dwelling unit in accordance with DHA's *Procedure on Visitors* so long as they have no previous history of behavior on DHA premises that would be a lease violation.
2. Residents must register their overnight visitors with the property manager. The registration form permits DHA to run a criminal history check on adult visitors who stay overnight, however DHA will not run a criminal history check on a visitor unless DHA has reason to believe the visitor actually lives in the DHA unit or if DHA receives complaints about the visitor's behavior from other residents or law enforcement personnel.
3. In DHA properties a guest may visit overnight for a total of 14 days/nights in any twelve month period.

V. Transfer Policy

A. General Transfer Policy

1. Transfers are made within and between properties without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with DHA's *Transfer Procedure*. **24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Chief Operating Officer or designee or as an incentive to high performing residents.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii)**
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State of Texas.



5. When possible, DHA will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units.
6. Residents cannot be transferred across housing programs. This includes transfers from public housing (including ACC units in tax credit properties) to multifamily housing properties or LIHTC market rate housing, but can be transferred within such properties.

B. Types of Transfers

1. The order in which families are transferred shall be hierarchic by category set forth below.
 - a. Emergency Transfers are mandatory, and are made when DHA determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions. **24 CFR § 966.4(h)**
 - 1) DHA is not required to give prior notice of an Emergency Transfer;
 - 2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers, however resident will be charged for the damages caused to the apartment¹². **24 CFR § 966.4(h)**
 - 3) Refusal to make an emergency transfer is grounds for lease termination and eviction.
 - b. Administrative Transfers: These transfers shall take priority over new admissions.
 - 1) Priority 1: Mandatory administrative transfers to permit DHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
 - 2) Priority 2: Voluntary administrative transfers to move residents with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current apartments.

This category also includes mandatory transfers of tenants without disabilities from accessible units when no one in their family needs the accessibility features, to regular units so that a family that needs the accessibility features can occupy the accessible unit. **24 CFR § 8.27(1)**

This transfer priority also covers transfers of individuals from independent living apartments to a property with enriched supportive services when such services are needed to preserve the tenancy of the individual with disabilities.
 - 3) Priority 3: Voluntary transfers of high performing families, including those that have enrolled in FSS to certain properties. Resident requests for these transfers will be made to their manager, and must include necessary documentation to substantiate the need for such transfers.
 - 4) Priority 4: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small. **24 CFR § 966.4(c)**
2. Whenever feasible, transfers will be made within a resident's area or other location of the resident's choice.

C. Priorities for Transfers

1. As described in the Tenant Selection and Assignment Chapter of this policy,

¹² Resident may challenge any charges for damages by using the DHA Grievance Procedure
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transfers will be sorted into their appropriate categories by the Intake and Placement staff. Offers of apartments will be made in the following order:

- a. Emergency transfers;
- b. Administrative transfers in the following category order:
 - 1) Priority 1: DHA-initiated transfers to permit construction or revitalization
 - 2) Priority 2: Reasonable accommodations for residents with disabilities
 - 3) Priority 3: Resident incentive transfers for high performing families choosing to move to certain properties
 - 4) Priority 4: Over-housing and Overcrowding
- c. New Admissions from the waiting list;

D. Residents in Good Standing

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and other family members and guests under the resident's control:
 - a. Are current on rent without unpaid balance at any time in the past 12 months or current on a repayment agreement for the past 12 months;
 - b. Are current on utility payments to DHA or to utility supplier or are current with any repayment agreement with the DHA or utility supplier;
 - c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease;
 - d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
 - e. Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
 - f. For all resident incentive transfers, a one year perfect record of timely payment (rent and other charges), good housekeeping record and no lease violations is required.
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to DHA's advantage¹³ to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.
3. Absent a determination of exception, the following policy applies to transfers:
 - a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
 - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Cost of Transfers

1. DHA will pay the cost of transfers it initiates and reasonable accommodation

¹³ e.g. a single person is living alone in a three bedroom unit and does not want to move



transfers but not those due to changes in family size (overcrowding and over housing), change in income tier, or requested by the family;

2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities.

F. Transfers at Section 8 project-based and Low Income Housing Tax Credit Properties

Not all the properties DHA owns and manages are public housing properties. Some are multifamily Section 8 new construction developments and others are LIHTC properties. As such, public housing tenants may not be able to transfer to or from these properties. They must, instead, be processed as applicants.

Current tenants of Section 8 project based developments or tax credit properties may be transferred within the properties but not to other developments. These transfers will be handled by DHA's Occupancy Department.

VI. Annual Reexaminations of Income and Family Circumstances

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in Section XIII of this policy.¹⁴
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease as documented by a lack of lease violation notices in their files. **24 CFR § 966.4(f)**
3. Whose family members each have verified Social Security numbers. **24 CFR § 5.216**
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent **24 CFR § 5.5**
5. Who are in compliance with the DHA's Community service requirements, if applicable.¹⁵

B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
 - a. The family reports the departure (or death) of the head of household within 10 days of the occurrence; and
 - b. The family includes a member who can pass screening and is either of legal age to execute a lease or is a Court-recognized emancipated minor; and
 - c. The new head signs a new lease within 10 calendar days of the departure/death of the former head.
2. Remaining family members age 18 years or older will be held responsible for debts incurred by the former head or spouse.
3. DHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the debt incurred before the remaining member attained age 18.

¹⁴ For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18

¹⁵ applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs



C. Reexaminations

1. Regular reexaminations: DHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that public housing families paying Flat Rent shall have their incomes reexamined only every three years **24 CFR § 960.257**
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 120 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
3. A special reexamination 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 leaseholder. **24 CFR § 960.257**
4. Zero Income Families: Unless the family has income that is excluded for rent computation (e.g. the family receives state funding for the care of foster children), families reporting zero income will have their circumstances examined every 90 days until they have a stable income. As required by Federal regulations, monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**
5. If DHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed:
 - a. If DHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;
 - b. If the resident prevails in the lease termination action, a new lease will be executed.
6. Action Following Reexamination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**
 - a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate apartment when one becomes available. **24 CFR § 966.4(c)(3)**
 - b. The Notice of rent adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent.
7. Effective Date of Adjustments
 - a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
 - b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
 - c. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first day of the following month.
 - d. Rent increases due to misrepresentation are retroactive to the first of the month



following the event that was misrepresented or not reported.

VII. Interim Rent Adjustments: Modified Fixed Rent System

A. Adjusting Rent between Regular Reexaminations

1. **Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.****
2. DHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. DHA will process interim changes in rent in accordance with the chart below:

<i>INCOME CHANGE</i>	<i>DHA ACTION</i>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules ¹⁶ .	• Process interim rent reduction if income decrease will last more than 30 days. 24 CFR § 5.609
(b) Increase in income following DHA granting interim rent decrease.	• Process interim increase for income increases after interim rent reductions.
(c) Increase in earned income from the employment of a current household member.	• Conduct an Interim Redetermination only if income has increased at least \$200 per month, or, if the person qualifies for earned income disallowance, grant disallowance; otherwise defer rent increase until next regular reexam. 24 CFR § 960.255
(d) Increase in unearned income (e.g. COLA adjustment for social security).	• Conduct Interim Redetermination only if income has increased at least \$200 per month, otherwise defer rent increase to the next regular reexam.

- (e) Increase in income because a person with income (from any source) joins the household. • Conduct an Interim Redetermination of the family's income and raise the rent.
- (f) Increase in monetary or non-monetary income after Resident claims zero income • Process an interim rent increase.

3. DHA will process an interim increase in rent only if
 - a. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been¹⁷; or
 - b. the resident's income increases after the resident was granted an interim decrease in rent; or
 - c. the resident reported zero income and has a verified increase in income (that

¹⁶ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (**24 CFR § 5.615**).

¹⁷ DHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.



- may be a non-monetary contribution); or
- d. the resident has an increase in earned income of \$200 per month or more, and the resident does not qualify for an earned income disallowance or
 - e. the resident has an increase in unearned income of \$200 per month or more, or
 - f. a person with income joins the household;
4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA *Procedure on Verification 24 CFR § 960.259(c)*
 5. DHA will process interim decreases in rent as follows:
 - a. When a decrease in income is reported, and DHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
 - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
 6. Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.
 7. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with economic self sufficiency requirements.
 8. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the welfare department.
 9. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "8" above.
 10. If the welfare department overturns the grant reduction, no retroactive balance is owed. See DHA *Procedure on Imputed Welfare Income*

B. Interim Changes in Family Composition

1. All changes in family composition must be reported within ten days of occurrence. Certain types of changes do not require DHA advance approval, including:
 - a. Someone listed on the lease leaving the unit;
 - b. Birth, adoption or court-awarded custody of a child;
2. Additions of the following persons must be requested in writing and require written permission from DHA before the persons may move into the apartment:
 - a. Adult family member (including a new spouse);
 - b. Foster child or children;
 - c. Foster adult;
 - d. Live-in Aide;
 - e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the occupancy division and, with the exception of Live-in Aides, must not



overcrowd the unit. See *DHA Procedure on Additions to and Deletions from the Household*.

4. When the change in family size would require the family to transfer to a smaller or larger unit, the family will be placed on the central transfer list as soon as the change in family circumstances is verified. Transfers will be processed in accordance with this policy and DHA's *Procedure on Transfers*.

C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month after the circumstances leading to the increase.

D. Earned Income Disallowances: Public Housing Properties/Residents ONLY

1. If a resident goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below and in the *DHA Procedure on Earned Income Disallowances*. To qualify, a public housing Resident:
 - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies, for example) was received it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of the resident's incremental earned income..
4. The disallowance periods described in number 3 and 4 above only occur while the resident is employed. If the resident stops working, the disallowance stops and resumes again when the resident goes back to work. During the period when the resident is not employed, rent will be based on the resident's actual income.
5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 48 months from the date when the resident first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.



7. No one receives more than one EID in a lifetime.
8. Residents may qualify for a retroactive EID if **all** the following are true:
 - a. The residents qualified for an EID after 10/1/99; and
 - b. The resident reported the increased income; and
 - c. DHA increased the resident's rent; and
 - d. The resident paid the increased rent.
9. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to DHA by the resident shall be deducted.
10. If a resident qualifies for a retroactive EID as described in "8" above, he/she shall be entitled to the choice of a payment of the retroactive amount due as calculated above, or a prospective rent credit.

VIII. Lease Termination Policies

A. General Policy: Lease Termination

Either DHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms **24 CFR § 966.4(I)**

B. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to DHA or property manager in accord with DHA *Procedure on Lease Terminations*.

C. DHA-initiated Lease Terminations

1. DHA or its manager shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(I)**
2. Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident **24 CFR § 966.4(I)**
3. In accordance with the lease and grievance procedure, DHA shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.
4. DHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking (see Definitions in Section XIII) and will offer a resident in this situation an opportunity to certify to such facts.

The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.

5. If a non-exempt member of a resident family fails to comply with the 8 hour per month Community Service requirement, the entire family may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.



6. The community service requirement does not apply to properties that are project-based Section 8 or low income housing tax credit units that do not receive HUD public housing operating subsidy.

D. Notification Requirements

1. The Authority's written Notice of Lease Termination will state the specific reason for the proposed termination, the section of the lease violated, the specific details of the reason for termination, the date the termination will take place and will offer the resident all the rights and protections provided by the regulation and this policy.
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by Texas law.
3. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old, may be taped to the inside of the front door of the unit, or may be mailed by first class mail.
4. When the Authority terminates the lease, written notice will be provided as follows:
 - a. 14 days prior to termination for failure to pay rent;
 - b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug-related criminal activity that threatens other residents, staff, or neighbors of the property;
 - c. At least 30 days prior to termination in all other cases.

E. Eviction Actions

1. DHA may evict a resident only by bringing a Court action.
2. The Constable's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If DHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action;
4. DHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
 - a. The resident must prove this defense by the preponderance of the evidence.
5. In deciding whether or not to evict for criminal activity DHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
6. In appropriate cases of criminal activity by a family member other than the head or spouse, DHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit or the property.
7. DHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
8. DHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on lease probation for an appropriate period of time.
9. Once an eviction occurs, the Authority shall notify the Post Office that mail should no



longer be delivered to the tenant at the dwelling unit.

F. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:
 - a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied;
 - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
 - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident;
 - d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
 - e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
 - f. Date and method of notifying resident; and
 - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
 - h. Copy of the served Termination Notice;
 - i. Copy of any agreed settlement orders;
 - j. Copy of any post-judgment agreements.

Section 8 Project-based Properties, Multifamily Properties, Low Income Housing Tax Credit Units not receiving HUD Operating Subsidy

G. General Policy: Lease Termination

Either DHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

H. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to DHA or property manager in accordance with *DHA Procedure on Lease Terminations*.

I. DHA-initiated Lease Terminations

DHA or its manager shall terminate the lease only for

1. substantial lease violations or
2. repeated violations of the lease that disrupt the livability of the project, adversely affect the health safety or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the project, or have an adverse financial effect upon the project, or
3. failure to carry out obligations under the State of Texas Landlord/Tenant Act or
4. other good cause (only at the expiration of the lease term).
5. Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a



resident with disability, in the format requested by the resident

6. Although, under HUD regulations, project-based Section 8 and Low Income Housing Tax Credit units that do not receive HUD operating subsidy are not subject to the public housing Grievance Procedure, DHA has chosen to make this forum available in all the properties it manages. Consequently, in accordance with the grievance procedure rules, DHA shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.
7. DHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking (see Definitions in Section XIII) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on the applicable HUD form) or provide other documentation of their status.

J. Notification Requirements

The Authority's written Notice of Lease Termination will state

1. The date the lease will be terminated
2. The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation;
3. That if the tenant remains in the unit beyond the date specified for termination that the Authority may enforce the termination only by bringing judicial action, at which time the tenant may present a defense;
4. That the tenant has 10 calendar days within which to discuss the proposed termination of tenancy with the manager. The 10 calendar days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed
5. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest the Authority's actions in any court proceeding;
6. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
7. The Notice to Vacate may run concurrent with any notice required by State law.
8. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old, taped to the inside of the unit's front door, or may be mailed by first class mail.
9. When the Authority terminates the lease, written notice will be provided as follows:
 - a. 10 days prior to termination for failure to pay rent;
 - b. 10 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;
 - c. At least 30 days prior to termination in all other cases.

K. Eviction Actions

1. DHA may evict a resident only by bringing a Court action.



2. The Constable's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If DHA files an eviction action against a resident, the resident will be liable for Court costs, excluding attorney's fees, unless the resident prevails in the action;
4. DHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
5. The resident may raise as a defense that the resident did not know nor should have known about the action that violated the lease.
6. The resident must prove this defense by the preponderance of the evidence.
7. In deciding whether or not to evict for criminal activity DHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
8. In appropriate cases, DHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
9. DHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
10. DHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.
11. Once an eviction occurs, the Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

L. Record Keeping Requirements

A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:

- a. Name of resident, race and ethnicity, number and identification of apartment occupied;
- b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
- d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
- e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- f. Date and method of notifying resident; and
- g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
- h. Copy of the served Termination Notice;



- i. Copy of any agreed settlement orders;
- j. Copy of any post-judgment agreements.

IX. Utilities

A. Resident-Paid Utilities 24 CFR § 965 & 966.4(b)(2)

The following requirements apply **only** to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**
2. If a resident or applicant is unable to get utilities connected in his/her own name because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. Depending upon the size and type of unit an applicant needs, the inability of an applicant to get utilities connected may cause the application to be rejected. **24 CFR § 960.203**
3. When a resident makes application for utility service with DHA's selected provider in his/her own name, he or she is required to sign a third-party notification agreement so that DHA will be notified if the resident fails to pay the utility bill.
4. Each resident will receive a monthly Utility Allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to DHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to DHA.
6. When a resident's Total Tenant Payment is less than the utility allowance, DHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632**
7. Residents on whose behalf Utility Reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the Utility Allowance;
8. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the saving.
9. Residents who have elected to pay a Flat Rent do not receive a utility allowance. The value of the utilities paid by the resident have already been deducted from the Flat Rent.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check-metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by DHA. Check meters are read by DHA and each tenant charged only for consumption in excess of the utility allowance at the rate paid by DHA.
2. In buildings where utilities are not individually metered and there are no check meters, DHA may make excess utility charges for the use of certain resident-



supplied appliances in excess of those supplied by DHA. Examples include:

- a. Second refrigerator;
- b. Freezer

C. Reasonable Accommodations 24 CFR § 8.4 and 966.7

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Flat Rents (Public Housing only)

A. Flat Rents

1. Flat rents are market-based rents.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents do not have a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with project-paid utilities.
4. DHA will take the following information into account in developing its Flat rent Schedule:
 - a. Rents of non-assisted rental units in the immediate neighborhood
 - b. Whether utilities are resident-paid or project-paid
 - c. Size of DHA's units compared to non-assisted rental units from the neighborhood
 - d. Age, type of apartment and condition of DHA's units compared to non-assisted rental units from the neighborhood
 - e. Land use in the surrounding neighborhood
 - f. Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job training programs, etc.) at DHA's properties and in the surrounding neighborhood
 - g. Crime in DHA's developments and the surrounding neighborhood
 - h. Quality of local schools serving each DHA development
 - i. Availability of public transportation at each DHA development
 - j. Availability of accessible units for persons with mobility impairments.

B. Annual Update of Flat Rents

1. DHA shall review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents as described above.
3. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next annual reexamination rather than when DHA may revise the Flat rents.

C. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each family is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. Because of the way the Federal law is written, choice of Flat rent may only be offered at admission and annual reexamination.



D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

XI. Determining Income and Rent

A. Annual Income **24 CFR § 5,609**

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-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 below, or is specifically excluded from income by other federal statute. 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 operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
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 the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If 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;
5. 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 [See B. 14. below for treatment of delayed or



deferred periodic payment of social security or supplemental security income benefits.];

6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families) received by or on behalf of any family member of any age;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income 24 CFR § 5.609

Annual Income does not include the following:

1. Income from the 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 individuals with disabilities, unrelated to the resident 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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

(See paragraphs 14. and 15 below for treatment of delayed or deferred periodic payments of social security, supplemental security, or Veterans Administration income benefits.)

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, provided the person meets the definition of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;



- d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means 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 DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Deferred payments of VA disability benefits that are received in a lump sum payment;
16. 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;

17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
18. 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 United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC 1552 (b)**
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
 - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**
 - 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 USC 1087 uu**
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity



Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- j. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
- 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 USC 9858q**
- n. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 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;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- 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;
- 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;
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- t. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- u. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- v. Kinship Guardian assistance payments and other guardianship care payments;

C. Anticipating Annual Income **24 CFR § 5.609(d)**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income **24 CFR § 5.611**

Adjusted Income (the income upon which income-based rent is based) means Annual



Income less the following deductions:

All Families Eligible (if Verified):

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

Only elderly and disabled families eligible, (when verified):

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without work-related disability expenses: The



amount of the deduction shall equal total medical expenses less three percent of annual income.

- b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in the next section.
6. Optional Deductions/Exemptions: DHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect.

E. Computing Income-based Rent and Choice of Rent in Public Housing **24 CFR § 5.628**

1. Total Tenant Payment (TTP)
 - a. The first step in computing income-based rent is to determine each family's Total Tenant Payment or TTP.
 - b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
 - c. The result of this computation, if a positive number, is the Tenant Rent.
 - d. If the Total Tenant Payment minus the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by the DHA.
2. Total Tenant Payment (income-based rent) is the higher of:
 - a. 30% of adjusted monthly income;
 - or
 - b. 10% of monthly income;
 - but never less than the
 - c. Minimum Rent of \$50;
 - and not more than the
 - d. Flat Rent, if chosen by the family
3. Tenant rent
 - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
 - b. In developments where the DHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**
4. Minimum Rent
 - a. The public housing Minimum Rent shall be \$50 per month.
 - b. The multifamily housing Minimum rent shall be \$25 per month
5. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship



exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - b. The family would be evicted as result of the imposition of the minimum rent requirements;
 - c. The income of the family has decreased because of changed circumstances, including loss of employment;
 - d. A death in the family has occurred;
6. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.
7. Choice of Rent (public housing only)

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

XII. Public Housing Family Self-Sufficiency Program

A. Program Objectives

1. DHA has established a Family Self-Sufficiency (FSS) Program. The objective of this program is to provide supportive services to program participants that will allow them to become self-sufficient within five (5) years.
2. A detailed description of the FSS Program is included in the FSS Action Plan.
 1. -1.

XIII. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the 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 modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAS). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3 & § 40.3.5**
4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40.3.5**



5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**
6. Applicant – an individual or a family that has applied for admission to housing.
7. Area of Operation - Jurisdiction of DHA as described in state law and DHA's Articles of Incorporation – the City of Dallas and all unincorporated areas within five miles of the City boundaries, as amended by the Federal Settlement Agreement in Walker v. DHA and HUD.
8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
9. 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. **24 CFR § 8.3**
10. Care attendant - a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
11. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
12. Co-head of household – One of two persons held responsible and accountable for the family.
13. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service is not employment and may not include political activities. See *DHA Policy on Community Service*.
14. Covered Families for Welfare Benefits – 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 participate in an economic self sufficiency program as a condition for such assistance.
15. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**
16. Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:
 - a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
17. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**



18. Designated Family - means the category of family for whom DHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families, as at Roseland Gardens) in accordance with the 1992 Housing Act. **PL 96-120**
19. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
20. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**
21. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source. The amount of the deduction is the dollar value of care or apparatus expenses that exceed 3 percent of Annual Income but never more than the amount earned by all adult family members who are working.
22. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
23. Displaced Person – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b)** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**
24. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)
25. Domestic Violence: for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
26. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**
27. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant



for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**

28. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**
29. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
30. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 5.0508**
31. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction or who is legally married. An emancipated minor is eligible to be a head of household and sign a DHA lease.
32. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
33. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in DHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in DHA housing.

The term family also includes, as defined herein: Elderly family, Near elderly family, disabled family, displaced person, single person, the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. **24 CFR §§ 5 and 960**

Live-in Aides may also be considered part of the applicant family’s household. However, live-in aides are not family members and have no rights as “remaining family members”.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as “remaining family members”.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

34. Foster Adult – An adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
35. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. **24 CFR 5.603**



36. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR § 5.A**
37. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
38. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
39. Imputed Welfare Income – The amount of Annual Income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
40. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:

- 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 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:

“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; or

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.

- d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing designated for people with disabilities or to receive a disability-related income deduction a person must meet the program definition of “Person with Disabilities” found in this section.

41. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care. This is usually accomplished through school or medical records.

42. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

43. Local Preferences:

There are 5 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (defined Chapter XII, Definition of Terms):

- a. Vulnerable homeless persons: For admission to buildings with supportive services only, a preference shall be granted to vulnerable homeless individuals and families as identified by an organization that serves homeless people. . Additionally, persons with disabilities from other DHA properties who can remain as residents with the benefit of supportive services will be given a preference to transfer to such property.
- b. Formerly homeless families at Pebbles Park: Homeless families housed at Pebbles Park whose situations have been sufficiently stabilized to qualify for admission to public housing will be given an admission preference.
- c. Disaster Preference: Applicants displaced by a Federally declared disaster, or a disaster to a DHA-assisted unit will qualify for this preference if they apply within 90 days from the date the disaster is declared (and the waiting list is open at that time). They will be admitted in the following order:
 - Existing public housing residents and HCV program participants
 - Applicants who were not previously living in assisted housing but who meet all other application criteria.
- d. Working Families: Applies to up to one half of any year’s admissions at non-elderly developments only. (Families whose sole adult members are elderly individuals or persons with disabilities at these properties will automatically be awarded this



preference). A family will qualify for this preference if they have at least one adult member who is employed at least 30 hours per week in the 6 months prior to admission.

Any family that is admitted because they qualify for this preference and, in the 12 months following admission, voluntarily leaves employment shall be considered to have committed program fraud. Such a family's lease will be terminated.

If there are insufficient working families to fill up to one half of the year's admissions, units will not be held vacant – non-preference waiting list families will be admitted.

e. Mixed population building preference¹⁸

In buildings designed for occupancy by Elderly and Disabled families (Brooks Manor, Park Manor, Cliff Manor, Audelia Manor, Forest Green Manor, Lakeland Manor), applications from single persons who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced.

Roseland Gardens and Lakewest Senior Village properties are designated for occupancy by Elderly Families. Only families whose head, spouse or sole member is a person aged 55 years old or older may be admitted to these properties and no families with children may be admitted

44. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**
45. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
46. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
47. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**
48. Mixed Population Project - means a public housing project for elderly and disabled families. The DHA is not required to designate this type of project.
49. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
50. 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, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**
51. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**

¹⁸ This preference shall not apply to units in General Occupancy properties.



52. Near-elderly person - means a person who is at least 50 years of age but less than age 62, who may be a person with a disability **42 USC 1437a(b)(3)**

53. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603**

- a. Real property (land, houses, mobile homes)
- b. Savings (CDs, IRA, 401(k) or KEOGH accounts, checking and savings accounts, precious metals)
- c. Cash value of whole life insurance policies
- d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- e. Other forms of capital investments

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

54. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, 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 resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery guy) is not "under the resident's control". **24CFR § 5.**

55. Person with disabilities¹⁹ **42 USC 1437a(b)(3)** means a person²⁰ who —

- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
- b. Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

¹⁹ NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

²⁰ A person with disabilities may be a child



56. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24 CFR § 945.105**
57. Refusal of Housing – An applicant's choice not to accept a DHA offer of housing without good cause.
58. Rejection for Housing – DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.
59. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the DHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**
60. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
61. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
62. Spouse - Spouse means the husband or wife of the head of the household.
63. Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
64. Tenant Rent - The amount payable monthly by the Family as rent to DHA. If all utilities (except telephone) and other essential housing services are supplied by the DHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the DHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6.**
65. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum



Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent

66. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**.
67. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**
68. Utility Allowance - At properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family developments. The amount of the utility allowance is subtracted from each resident's Total Tenant Payment to determine Tenant Rent.
69. Utility Reimbursement – At properties with tenant-paid utilities, amounts paid to families or utility providers when the families' Total Tenant Payment is less than the Utility Allowance for tenant-paid utilities.

Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
70. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
71. Visitor – A non-resident who has registered with the Manager and has permission to stay overnight in a DHA unit.
72. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
73. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
 - a. Unsubsidized employment;
 - b. Subsidized private sector employment;
 - c. Subsidized public sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job search and job readiness programs;
 - g. Community service programs; Vocational educational training (< 12 months)
 - h. Job skills training directly related to employment;
 - i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
 - j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;



- k. The provision of child care services to an individual who is participating in a community service program.

XIV. DHA PUBLIC HOUSING COMMUNITY SERVICE POLICY

A. Background

1. As all staff of DHA know, the Community Service requirement is only applicable to residents of public housing properties or residents living in ACC subsidized units at mixed finance properties. No one living in a multifamily property or a project based voucher property or using a tenant based voucher in a market rate unit at a mixed finance property is subject to the Community Service requirement.
2. DHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, DHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self sufficiency, as monitored monthly.
3. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
4. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

B. Definitions

1. Community Service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
 - a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
 - b. Work with a non-profit organization that serves DHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, Neighborhood clean-up programs, Beautification programs, etc.;
 - c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.) , etc.;
 - d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;
 - e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);
 - f. Work with other youth, disability service or advocacy, or senior organizations;
 - g. Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);
 - h. Work at the property to help with children's programs;



- i. Work at the property to help with senior programs;
 - j. Help neighborhood groups with special projects;
 - k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;
 - l. Care for the children of other residents so they may volunteer.
- 2. Political activity is excluded.**
3. Work activity must not take the place of work performed by paid employees.
 4. Self Sufficiency Activities - include, but are not limited to:
 - a. Job readiness programs;
 - b. Job training programs;
 - c. Skills training programs;
 - d. Higher education (Junior college or college);
 - e. Vocational education;
 - f. GED classes;
 - g. Verifiable job search activities;
 - h. Apprenticeships;
 - i. Substance abuse or mental health counseling;
 - j. English proficiency or literacy (reading) classes;
 - k. Parenting classes;
 - l. Budgeting and credit counseling;
 - m. Any kind of class that helps a person toward economic independence;
 - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.
 - o. The self sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.
 5. Exempt Adult - an adult member of the family who is not required to perform Community Service because he/she:
 - a. Is 62 years of age or older
 - b. Has a disability that can be verified to prevent him/her from being gainfully employed as verified through DHA's Reasonable Accommodation procedure.
 - c. Is verified to be the fulltime caretaker of a disabled person
 - d. Is working at least 20 hours per week
 - e. Qualifies as a full-time student at a secondary school or an institution of higher learning

C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of Community service or self sufficiency activity.



2. The 8 hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. DHA will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the DHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations
 - a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must
 - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.
 - b. Once each month non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous month to the Housing Manager.
 - c. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.
6. Change in exempt status:
 - a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to DHA and provide documentation of such.
 - b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to DHA and the property manager.
 - c. The Housing Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. DHA obligations

1. To the greatest extent possible and practicable, DHA and its property managers will
 - a. provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self Sufficiency obligations;
 - b. include in the Community Service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
 - c. provide referrals for volunteer work or self sufficiency programs.
2. The property manager will provide the family with exemption verification forms and



Recording/ Certification documentation forms and a copy of this policy at initial application and at lease execution.

3. DHA will make the final determination as to whether or not a family member is exempt from the Community Service/Self Sufficiency requirement.
4. Residents may use DHA's Grievance Procedure if they disagree with DHA's determination.

E. Noncompliance of a non-exempt family member

1. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self sufficiency activity, the non-exempt adult shall be considered to be in noncompliance.
2. When a property manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the property manager shall send a Notice of Lease Violation to the head of household.
3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the Manager.
4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
5. The family may use DHA's Grievance Procedure to contest the lease termination.



XV. Table of Public Housing Flat Rents

DEVELOPMENT NAME	EFFICIENCY	1 BDRM.	2 BDRM.	3 BDRM.	4 BDRM.	5 BDRM.
Roseland Townhomes		\$650	\$750	\$925	\$1000	
Scattered Site 9-103			\$900	\$1050		
Scattered Site 9-105		\$700	\$825			
Scattered Site 9-106		\$700	\$825			
Scattered Site 9-107		\$700	\$825			
Scattered Site 9-108		\$700	\$825			
Scattered Site 9-109		\$700	\$825			
Monarch Townhomes		\$650	\$750	\$925	\$1000	
Carroll Townhomes		\$650	\$750	\$925	\$1000	
Little Mexico Village		\$600	\$700	\$800	\$900	
Cedar Springs Place		\$575	\$700	\$850	\$900	
Frazier Fellowship				\$875 \$900		
Wahoo Frazier		\$550 \$575	\$750 \$775	\$875 \$900		
Mill City Frazier		\$550 \$575	\$750 \$775	\$875 \$900		
Frazier Scattered Sites		\$550 \$575	\$750 \$775	\$875 \$900		
Brackins Village		\$475	\$575	\$675	\$725	
Kingbridge Crossing		\$650	\$700	\$775	\$900	
Hamptons @ Lakewest		\$575	\$675	\$825	\$950	
Lakeview Townhomes		\$572	\$626	\$775	\$950	\$1000
Lake West Village				\$825	\$950	\$1000
Villa Creek		\$600	\$675	\$775	\$950	\$1000
Park Manor	\$375	\$425	\$525			
Brooks Manor	\$397	\$425	\$525			
Cliff Manor	\$397	\$425	\$525			
Conner Drive				\$695	\$825	
Audelia Manor		\$500	\$650			
Kelly Blvd.				\$875	\$950	
Larimore Lane				\$750	\$800	
Military Parkway				\$850	\$900	



Barbara Jordan Square				\$750		
Frankford Townhomes		\$625	\$775	\$875	\$1125	
Scattered Site Tex 9-29			\$750	\$825		
Scattered Site Tex 9-30			\$487	\$1029		
Scattered Site Tex 9-37			\$827	\$1030		
Scattered Site Tex 9-40				\$1162		
Scattered Site Tex 9-42				\$1197		
Hidden Ridge Apartments		\$525 580	\$675 \$935			
Roseland Estates		\$650	\$750	\$925	\$1000	
Villas at Hillcrest		\$650	\$750	\$925	\$1000	

Final 2014

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment P
Dallas Housing Authority Resident Lease Agreement**

DALLAS HOUSING AUTHORITY, RESIDENTIAL LEASE AGREEMENT

WHAT IT IS:

Part 1: The part of the Lease that is specific to the individual Tenant

This part, with Part II of this Lease, is executed by and between Tenant and DHA, and includes the following information specific to each family's circumstances:

- Identity of all members of Tenant's family and household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by DHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to Tenant at the time of admission.

"Dallas Housing Authority, DHA or Agency" means both the Dallas Housing Authority and its duly contracted management companies and their employees acting in an official capacity.

"Tenant" means the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

"Family Member(s)" means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in DHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

"Household Member(s)" means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, or Live-in Aides and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized Tenant" and/or "Tenant family".

"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 expressed or implied authority to so consent on behalf of the Tenant.

"Dwelling Unit" means the unit occupied by the Tenant and/or Tenant family (also called "household members").

"Premises" or **"Property"** means all of the property owned or operated by DHA directly or indirectly to include, but not limited to, stairways, landings, hallways, elevators, community rooms and solariums.

Part 2: The Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

DALLAS HOUSING AUTHORITY

Client Number _____

PART 1 of the RESIDENTIAL LEASE

1. **THIS LEASE AGREEMENT** is executed between the Dallas Housing Authority (hereinafter "DHA"), and _____ (hereinafter "**Tenant**").

Date of Lease	Beginning	End	Annual Date Review	Monthly Rent	Security/Pet Deposit

2. **Unit:** DHA, relying upon the representations of Tenant as to Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

Address _____ Apartment No. _____

City _____ State _____ Zip Code _____

Development _____ Management Office _____

3. **Authorized Family and Household Members:** Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birth date	Relationship	Social Security Number
		Head	

4. **Initial Pro-rated Rent:** If prorated for a partial month, rent shall be \$_____.

5. **Utility Reimbursement:** If applicable, Tenant shall receive \$_____ from DHA for a partial month's Utility Reimbursement, beginning on _____ and ending at midnight on _____. After the initial pro-rated amount, Tenant shall receive \$_____ per month. Utility Reimbursements may be paid by DHA to the applicable Utility supplier on Tenant's behalf.

6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of \$_____ per month, shall be payable in advance on the First day of each month. Tenant has selected the following monthly rent, as checked and initialed by Tenant:

income-based rent _____ flat rent _____

7. **Rent Payments:** Rent payments must be submitted in a DHA approved method including but not limited to ACH direct Deposit or mailing to DHA's lockbox using the envelope provided with the rent statement:

8. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to Tenant or by executing a new Lease Contract.

9. **Security Deposit: Tenant agrees to pay \$_____** as a security deposit in accordance with the Terms and Conditions of this Lease.

10. Utilities and Appliances:

a) **The following utilities are furnished and paid by DHA, as checked below:**

Heat Water Sewer Service Electricity Gas

b) **The following utilities are paid for by the Tenant, as checked below:**

Heat Water Sewer Service Electricity Gas

c) **The following appliances are supplied by the Tenant, as checked below:**

Stove Refrigerator Washer & Dryer Other

11 Utilities Allowances Tenant-Paid Utilities: If Tenant pays for utilities or appliances, as indicated by an (X) above, DHA shall provide Tenant with a Utility Allowance in the monthly amount of \$_____. Tenant is responsible for connecting utilities in the name of an adult family member and making timely payments directly to the utility supplier. DHA reduces each family's rent by deducting the "utility allowance" to permit the family to make timely utility payments. If Tenant fails to make timely utility payments and the utility supplier stops billing Tenant and begins billing DHA, DHA will issue Tenant a lease termination notice and DHA will evict Tenant. Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If Tenant pays for utilities, by his/her signature below, Tenant agrees to sign a third-party notification agreement with the utility company so that DHA will be notified if the Tenant fails to pay the utilities. **Tenant failure to pay for utilities is a serious lease violation and grounds for lease termination.** DHA may also require the resident to purchase utility service from DHA's provider of choice.

12. Utility Allowances, Check-Metered Properties: At properties that have check-metered utilities, DHA will grant Tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by DHA at the development.

Water: _____ gal. Sewer _____ Electricity _____ KW Gas _____ Kcubft

13 Other Tenant responsibilities: Subject to reasonable accommodations, this Lease requires Tenant to assume the following responsibilities: _____

14. Accessible Features: Tenant has requested the following accessibility feature(s) that DHA will provide following verification of need based on disability:

- | | |
|-------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> A separate bedroom | <input type="checkbox"/> Unit for Hearing-Impaired |
| <input type="checkbox"/> A fully accessible apartment | <input type="checkbox"/> BR Bath on 1 st floor |
| <input type="checkbox"/> One-level unit | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Unit for Vision-Impaired | _____ |

15. Alternate form of communication or accessible format for written notices: Tenant has represented to DHA the need for the following alternate form of communication or accessible format: _____

EXECUTION AND CERTIFICATION

By signature below, Tenant agrees to the Terms and Conditions of Parts I and II of this Lease Agreement, including the attached House Rules. By the signature, below, Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to DHA before execution of the Lease or before DHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to DHA before and during the Lease term is true and complete to the best of Tenant’s knowledge and belief. If fraudulent information is provided, Tenant understands that the Lease may be terminated or the rent retroactively increased.

Tenant (Authorized Head of Household) Date

Co-head of Household (if applicable) Date

Other Adult Family member (if applicable) Date

Property Manager Date

Witness Date

ATTACHMENTS TO THE LEASE:

If indicated by an (X) below, DHA has provided Tenant with the following attachments and information:

- | | |
|-------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Terms and Conditions of the Lease | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> DHA Pet Policy | <input type="checkbox"/> Curfew and vehicle parking |
| <input type="checkbox"/> DHA Grievance Procedure | <input type="checkbox"/> Guests procedure |
| <input type="checkbox"/> Summary of Texas law on Truancy | <input type="checkbox"/> Move-in and Move-out procedures |
| <input type="checkbox"/> Information on Lead Poisoning | <input type="checkbox"/> Hardship Exemption |
| <input type="checkbox"/> Fair Housing/504 Information Sheet | <input type="checkbox"/> Disposition of security deposit |
| <input type="checkbox"/> House Rules, if applicable | <input type="checkbox"/> Tenant Orientation information |
| <input type="checkbox"/> Third-Party Utility Form | <input type="checkbox"/> Maintenance charges |
| <input type="checkbox"/> Security Deposit Amount | <input type="checkbox"/> Smoke Detector Safety |
| <input type="checkbox"/> Care of Grounds | <input type="checkbox"/> Collection procedure |
| <input type="checkbox"/> Community Service Requirements | <input type="checkbox"/> Community Resource Guide |
| <input type="checkbox"/> Importance of Renter’s Insurance | <input type="checkbox"/> Crime Prevention Lease Addendum |

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

Tenant Date Co-head of Household (if applicable) Date

**DALLAS HOUSING AUTHORITY
LEASE PART 2: Terms and Conditions**

THIS LEASE AGREEMENT (called the "Lease") is between the Dallas Housing Authority (called "DHA" or the "Agency") and Tenant named in the Contract (called "Tenant").

DHA, relying upon data provided by Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part I of the Lease, to be executed by the Tenant and DHA, subject to the terms and conditions contained in this Lease.

1. Lease Term, Amount of Rent

- (a) The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Part 2, Section 18 of this Lease. The Lease shall automatically be renewed for successive terms of one year.
- (b) At admission and each annual recertification Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the DHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of DHA's developments.
- (c) Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher income-based pro-rated rent based on the percentage of members who are eligible for housing assistance.
- (d) In developments with Tenant-paid utilities, only Tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- (e) The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by DHA in accordance with Part 2, Section 6 of this Lease. The amount of the rent shall be determined by DHA in compliance with HUD regulations.
- (f) Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the 5th business day of the month.
- (g) Failure to pay rent on time is a serious lease violation and grounds for lease termination. , however, DHA shall not penalize the Tenant when Tenant's rent is not paid on time as a result of government assistance not sent on time. Child support payments, regardless of the source, are not considered government payments.**
- (h) Three late payments within any 12 month period shall be considered repeated late payments and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment, if Tenant relies on government payments as a sole source of income.**
- (i) DHA shall use the date of Tenant's postmarked envelope, rather than the date rent is actually received in DHA's lockbox to determine whether rent is timely or late.**

2. Notice of Rent Adjustment

- (a) When DHA increases the amount of the rent, DHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase.
- (b) If rent decreases, DHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.

3. Charges in Addition to Rent

- (a) In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge(s) shall advise the Tenant that he/she has the right to an explanation of the charge(s) and that disputes concerning charges may be resolved through the Grievance Procedures.
- (b) Charges in addition to rent are due on the first day of the month after the charge is incurred if a

minimum of 14 days' notice has been given. Tenant may be given an opportunity to enter into a reasonable payment arrangement based upon Tenant's adjusted income and payment history.

- (c) **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination. Payments received will first apply to the oldest balance on the account, before any current charges are credited (including charges for rent).**
- (d) Charges in addition to rent can include but are not limited to:
1. Excess Utility Charges: In properties where utilities that are not billed directly to Tenant, DHA will bill Tenant monthly for utility usage in excess of the usage amount allowed at check-metered developments or for the use of major Tenant-supplied appliances at developments without check meters. There are no excess utility charges when Tenant pays utility charges directly to the utility supplier unless DHA pays utility charges on a Tenant's behalf.
 2. Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Tenant family, Tenant's pet(s), or guests. Tenant will also be charged for services or repairs requested by Tenant that are not related to normal wear and tear on the unit. When such charges occur, Tenant shall be charged for such service, in accordance with the actual cost to DHA for the labor and materials needed to complete the work.
 3. Insufficient Funds Charge: A fee of the greater of \$35 or the amount charged by the bank will be charged to the Tenant for any check to DHA written by a Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
 4. Late Fees: A one time charge of \$15 after the day specified in Part 2, Section 1(f) of this Lease will be due and payable for all rent not paid in a timely manner.
 6. Reasonable Accommodations: In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

4. Payment Location

Rent and other charges shall be paid **ONLY** by mail to the lockbox using the envelope included with the rent statement. All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to DHA.

Tenants also have the option of enrolling in a direct monthly withdrawal program from a savings or checking account of their choice. Tenants who enroll in a direct withdrawal program will have balances owed debited from their account on the fifth day of the month, but if the fifth falls on a weekend or holiday, the debit will take place on the next business day.

5. Security Deposit

- (a) The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly and Disabled Families with no members who smoke, the amount of the security deposit shall be the greater of \$100.00 or one month's Total Tenant Payment. For Elderly and Disabled Families with members who smoke, the amount of the security deposit shall be the greater of \$250.00 or one month's Total Tenant Payment. For non-elderly/non-disabled families with no members who smoke, the amount of the security deposit shall be the greater of \$200 or one month's Total Tenant Payment. For non-elderly and non-disabled families with any members who smoke, the amount of the security deposit shall be the greater of \$450.00 or one month's Total Tenant Payment. The dollar amount of the security deposit is noted in Part 1 of this Lease.
- (b) If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet deposit and a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the deposit and fee are described in the Pet Policy. Assistive animals required by Tenant's with disabilities are not considered pets and do not require a pet deposit or pet fee.
- (c) If Tenant is transferred to another unit, Tenant will not be required to pay an additional or

- increased security deposit or pet deposit.
- (d) DHA will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or charges that are due; and,
 - 2. To reimburse DHA for the cost of repairing any damages caused by the Tenant, Tenant family, Tenant's pet(s), or guests, beyond reasonable wear and tear.
 - (e) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the Tenant has vacated the unit and Management has inspected the unit to determine whether maintenance charges will be made.
 - (f) After any deductions are made, DHA shall mail to the forwarding address provided by Tenant, within 30 days of Tenant vacating, a statement of the damages allegedly caused to the premises and cost of repair, and any remaining Security Deposit.

6. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

- (a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
 - 1. The status of each family shall be re-examined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 90 days. Families who have chosen Flat Rent will have their incomes re-examined every three years, but are still required to have their unit size and family composition re-examined annually.
 - 2. Tenant must supply DHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all Tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by household members and appropriateness of dwelling size.
 - 3. All adult members of the household must be present during the reexamination meeting to sign releases for required documentation.
 - 4. Tenant agrees to comply with reasonable DHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by DHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
 - 5. Tenant agrees and gives permission to DHA to conduct a criminal background check on Tenant and all Household Members who are 18 years of age or older and all emancipated minors in the household at least once each year. Criminal conduct may subject Tenant and Household Members to eviction if any Tenant/household member is found in violation of Part 2, Section 11 of this Lease.
 - 6. After Tenant or a family/household member has been admitted and/or executed this Lease, if DHA becomes aware, through a criminal background check, that Tenant or a family /household member was not eligible for admission into the DHA Public Housing Program at the time of admittance, this Lease shall be terminated.
 - 7. **Failure to supply requested information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
 - 8. During the annual re-examination, Tenants will be given the choice between paying:
 - a. rent based on income; or
 - b. a flat rent based on the value of the dwelling unit.
 - 9. DHA shall notify each family in writing of the dollar amount of these two rent amounts.
 - 10. To comply with Annual Re-examination requirements, DHA shall give Tenant reasonable notice of what action(s) Tenant must take and the date by which any such action must be taken for compliance under this section.
 - 11. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
 - 12. DHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:
 - a. any failure of any member of the family to comply with conditions under the assistance

program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or

- b. welfare fraud.
 - c. In either of the cases under this section, Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
 - d. If Tenant challenges the welfare program grant reduction, the requirements of paragraph 12 shall not take effect until the results of the challenge are known.
- 13. Failure to comply with annual re-examination requirements or misrepresentation of income or qualification for deductions is a serious lease violation and grounds for lease termination.**

(b) Interim Re-examinations: The components of interim re-examinations are as follows:

1. Between annual re-examinations, all changes in household composition must be reported. Certain changes require advance approval by DHA. **Tenants must report the following changes of household composition to the Property Manager within ten (10) calendar days of the occurrence:**
 - a. Birth or adoption of children and Court-awarded custody of children.
 - b. Other additions to the household require written approval by DHA **before** the changes of household composition are made. See section 12 of this lease for details.
2. **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
3. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in accordance with Section 5(c) (1), in order to ensure full benefit of income disallowance.
4. DHA will process an interim reduction in rent if Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
5. Between annual re-examinations Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
6. DHA will grant a hardship exemption to a qualifying Tenant who is paying the minimum rent or the flat rent.
7. **Tenant paying flat rent or minimum rent must request the hardship exemption** The following circumstances would constitute a hardship for Minimum or Flat rent payers:
 - a. Tenant experiences a loss income that will last more than 30 days;
 - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
 - c. A person with income leaves Tenant's family;
 - d. There is a death in Tenant's family;
 - e. Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
8. Minimum rent payers will be granted an automatic 90 day exemption period. DHA will verify Tenant's hardship claim and, if Tenant does not qualify for a hardship exemption, DHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. DHA will enter into a Repayment Agreement for any rent not paid during the 90 day period. When the hardship is verified, Tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
9. Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that DHA can compute an accurate income-based rent.
10. If Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, Tenant is then subject to an Interim increase in rent if Tenant's income increases.
11. DHA will process an interim increase in rent if Tenant receives DHA's permission to add an adult member with income to the lease;

12. DHA will process an interim increase in rent if Tenant's earned or unearned income increases by more than \$200 per month.
13. DHA will process an interim increase in rent if the DHA discovers that Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease termination in accordance with Section 15 of this Lease.
14. DHA will process an interim increase in rent if DHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.

(c) Effective Dates of Rent Changes:

Timely Reporting (Within 10 calendar days of the occurrence)

1. Decreases - 1st day of the month after the decrease in income is first reported to the Property Manager and verified by third party.
2. Increases - 1st day of the second month following the increase in income.

Late Reporting (After 10 calendar days of the occurrence)

3. Decreases - Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
4. Increases - Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported. (d) Retroactive rent charges will be applied only if it is found that Tenant has misrepresented the facts on which the rent is based so that the rent Tenant is paying is less than the rent Tenant should have been charged; or is late in reporting in accordance with Section 5(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

(d) Notice of Rent Adjustments and Grievance Rights:

Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. Tenant may ask for an explanation stating the specific grounds of the DHA determination concerning rent, dwelling size or eligibility, and if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the DHA Grievance Procedures.

7. Utilities and Appliances

- (a) DHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of Part 1 of this Lease, DHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The Agency will not be liable for any disruptions in service or failures of the utility service provided by the Agency. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the Agency and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- (b) At some developments where DHA provides utilities, the utilities are check metered at Tenant's unit. In these situations, each Tenant is provided a consumption allowance (in kilowatt hours for electricity and in thousand cubic feet for natural gas). Tenants who exceed the consumption allowance will be billed for excess consumption at the rate paid by DHA to the utility provider.
- (c) DHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the Agency will provide a cooking range, refrigerator, and, in certain developments, a washer and dryer. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of DHA. All appliances must be professionally installed by an Agency-approved contractor or by DHA maintenance personnel for a reasonable fee.
- (d) Tenant-paid utilities: If Tenant resides in a development where DGA does not supply electricity, gas, water, sewer service or trash collection, DHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of

dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the Agency will pay a monthly Utility Reimbursement to Tenant or the utility supplier each month. Tenants who choose Flat Rents (not income-based rents) receive no utility allowance.

- (e) The Agency may change the Utility Allowance at any time during the term of the lease and shall give Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- (f) Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- (g) Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- (h) **When Tenant pays for utilities directly, failure to make timely payments to the utility supplier is a serious lease violation and grounds for lease termination.**

8. General Conditions For Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit shall be the sole domicile of Tenant's Household.
- (b) Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other authorized Tenant members named in Part I of this lease. Tenant shall neither assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for Tenant and Tenant's family members named on the Lease.
- (d) DHA may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (e) If during the term of the lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the Agency has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, Agency will assist Tenant, or a designated member of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Agency will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 18 of the lease.
- (f) Tenant must register guests who will stay in the unit overnight. Tenant shall have the right to accommodate overnight guests or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If Tenant wishes the guest to remain longer than 14 calendar days in any twelve-month period, Tenant must submit a written request to the Property Manager asking for permission to extend the time period.
- (g) DHA will not use guest registration information to run criminal history checks on adult guests unless DHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evinced by complaints from other Tenants or law enforcement personnel.
- (h) **Failure to register guests or to obtain Agency permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.**

9. Housing Transfers

Tenant can be relocated to another unit in the same or a different development under DHA's transfer policy. Transfers are divided into 5 categories:

- (a) Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat) or administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit as determined either by DHA or in a legal proceeding. Tenant shall receive prior written notice, to the extent practicable. However, DHA will not provide prior written notice in situations where DHA has little or no warning of the condition or situation that results in an emergency.

(b) Administrative transfers are mandatory transfers initiated by DHA. These include:

1. Priority 1: Mandatory administrative transfers to permit DHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;

Priority 2: Voluntary reasonable accommodation administrative transfers to move Tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit.
24 CFR § 8.27(1)

Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small.

Priority 4: Voluntary transfers of families that have enrolled in FSS to FSS properties.

(c) Tenant-Incentive transfers are non-mandatory transfers available to lease-compliant Tenants that have resided in a development for at least one year and would like to transfer to another unit in the same or different development.

(d) Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30 days written notice, or longer as provided in the Admissions and Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life threatening nature; threat of attack by criminal elements; documented domestic violence; and witness protection orders.

(e) Under the Emergency and Administrative Transfer category, Tenants are required to transfer to another unit. The exception to this section is that Tenants with disabilities may decline reasonable accommodation transfers after signing a release acknowledging the transfer offer.

(f) Costs for Priority 1 Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by DHA. DHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant.

(g) Tenant must bear the cost of transfers for over-housed or over-crowded families and Tenant-incentive transfers.

(h) Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.

(i) **Failure by Tenant to comply with a mandatory transfer is grounds for Lease termination.**

10. DHA Obligations

DHA is Obligated:

(a) To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability and/or familial status.

(b) To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.

(c) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.

(d) To make necessary repairs to the dwelling unit. DHA's failure to make repairs in accordance with the maintenance policy after delivery of written notice to DHA in accordance with the Chapter 92 of the Texas Property Code may give Tenant one or more of the following rights: right to terminate this Lease, the right to repair the items listed in the notice to DHA and deduct the reasonable cost of repair up to one month's rent or \$500; or the right to file suit in JP Court.

(e) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied or required to be supplied by DHA. In multi-story buildings, DHA agrees to keep the stairwells clean and free of debris.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by Tenant in accordance with Section 11 of this Lease. To supply running

water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.

- (g) To notify Tenant of the specific grounds for any proposed adverse action by DHA, and when applicable, to give Tenant an opportunity for a hearing under the DHA Grievance Procedures.
- (h) To post in the DHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
- (i) To inspect the Premises with Tenant or his/her representative before Tenant moves in and to give Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when Tenant moves out and give Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- (j) Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, DHA will provide reasonable accommodations. DHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. DHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- (k) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- (l) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

11. Tenant's Obligations

Failure by Tenant to comply with these Tenant Obligations is grounds for termination of this Lease. Tenants, their family members, guests and other persons under the control of Tenant are obligated:

- (a) Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit overnight without registering the guest with DHA; Not to give accommodation to long-term guests without the express written consent of DHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the DHA of any additions to the household by birth, adoption, a kinship care arrangement, or Court-awarded custody; and to refrain from permitting other persons to join the household without first undergoing screening by the DHA.
- (b) To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow DHA to make necessary inspections of Tenant's dwelling unit; To maintain the premises assigned to Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized Tenant members, guests and other persons under the control of Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development.
- (c) To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to maintain the yards assigned to him/her in a neat and orderly manner; and to pick up and remove trash assigned to his/her unit. Upon written approval by DHA's 504/ADA Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- (d) Not to obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- (e) Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.

- (f) To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the Agency.
- (g) Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this lease. Violation of a deed restriction shall put Tenant in default of this lease and the DHA may terminate the lease.
- (h) Not to disconnect, disable or remove the batteries from any smoke detector and to replace the battery when needed.
- (i) To notify DHA promptly upon observing vermin or when repairs are needed to the premises.
- (j) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (k) To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Tenant, household members, guests or other persons under Tenant's control.
- (l) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- (m) To make no alterations or repairs or redecoration to the interior of the dwelling unit, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of DHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of DHA without compensation.
- (n) To make no changes to locks or install new locks or anti-theft devices without DHA's written approval.
- (o) To refrain from having a waterbed on the premises.
- (p) To abide by the necessary and reasonable regulations and house rules established by the DHA, for the benefit and wellbeing of the housing development and Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations. **Violations of DHA regulations and house rules constitutes a violation of the lease and may result in lease termination.**
- (q) To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
- (r) To act and cause authorized Tenant members, guests and other persons under Tenant's control to act, in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants, DHA employees, or persons residing in the immediate vicinity of the premises.
- (s) To refrain from inviting on to the Premises anyone, who, to Tenant's knowledge, (a) has been issued a trespass warning, or (b) has engaged in criminal activity or other activity that adversely affects the health, safety, and/or peaceful enjoyment of the development by other persons.
- (t) To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
 1. Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of DHA's premises by other Tenants or their guests, DHA employees, agents of DHA, or persons residing in the immediate vicinity of the premises.;
 2. Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants or their guests, DHA employees, or persons residing in the immediate vicinity of the premises.
 3. Engaging in any drug-related criminal activity on or off DHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance.

4. A criminal conviction is not needed to demonstrate serious violations of the Lease.
 5. **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the lease shall be terminated immediately.**
 6. **If Tenant, household members, guests or other persons under Tenant's control are subject to a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.**
 7. Unless required by lawful employment, displaying anywhere on DHA property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in DHA units so long as firearms are registered with DHA and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
 8. Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on DHA property; and
 9. Owning or possessing illegal weapons on DHA property;
- (u) Causing any fire on DHA premises, either intentionally or through negligence or careless disregard.
- (w) (v) To keep dogs, cats, or other common household animals on the premises, only in accordance with DHA's Pet Policy. The Pet Policy requires DHA's prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene. **Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**
- (x) To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, and to ensure that minor children do not violate the Curfew Policy.
- (y) To comply with the DHA's Community Service requirements as stated in Section 25 of this Lease.
- (z) To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.

12. Changes in the Household

- (a) Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a Court will automatically be added to the Lease upon notification by Tenant to DHA. When the addition of a child or children overcrowds the unit in which Tenant is residing, Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- (b) All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides require the prior written approval of DHA. For new family members age 15 and older, including Live-in Aides, such approval will be granted only if the new family member meets DHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of Tenant, is not obligated for the

support of Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.

- (d) DHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 **business** days of receipt of the written request. This time period can be extended if there is a delay beyond the control of DHA or Tenant. If DHA makes no decision within the time period, or any extensions, set forth in this subparagraph, then Tenant's request shall be deemed approved.
- (e) Authorized Tenants who move out of the dwelling unit, for any reason, shall be reported by Tenant to DHA in writing, within 10 days of the occurrence.
- (f) Remaining family members. If the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
 1. The remaining household members fail to inform DHA within 10 days of the death or departure of the former head of household;
 2. There is no family member qualified to sign a new lease, or
 - i. after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
 - ii. The only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
 - iii. The family fails to notify the DHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the DHA, except as provided in Section 12(b).
- (g) DHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, DHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet DHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. DHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- (h) If this Lease is an extension of occupancy by Tenant's household under a prior Lease or Leases with DHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

13. Entry of Premises During Tenancy

- (a) Upon applicable and/or reasonable notice, any employee, or contractor of DHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- (b) When Tenant calls to request maintenance on the dwelling unit, DHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for DHA to enter the unit and perform the maintenance. If Tenant is not at home when DHA performs requested maintenance, DHA shall leave a copy of completed work order in the unit.
- (c) For reasons other than requested maintenance, DHA shall give all Tenants a minimum 48 hours' written notice that DHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.
- (d) DHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If Tenant and all adult members of the household are absent from the dwelling unit at the time of

entry, DHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

14. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) DHA Responsibilities and Services: DHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control, the reasonable cost of the repairs shall be charged to Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, DHA shall offer Tenant decent, safe and sanitary alternative accommodations.
- (c) If repairs cannot be made by DHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control.
- (e) If Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and Tenant refuses to leave the unit until it is repaired, Tenant's lease may be terminated.
- (f) Tenant Responsibilities: Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants.
- (g) Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) DHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of DHA, the DHA's representatives or agents.
- (i) All accidents involving injury or loss of property to Tenant authorized members, Tenant's pet(s) or guests must be reported, in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the DHA with respect to said damages or injury.

15. Inspections

- (a) Move in Inspections: DHA and Tenant or his/her representative shall inspect the dwelling unit before occupancy. DHA may photograph the unit at the move-in inspection or at any subsequent inspection. DHA shall give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by DHA and Tenant or his/her representative and a copy of the statement will be retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by DHA at no charge to Tenant prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. If DHA fails to correct the deficiencies within ten (10) business days of the move-in, Tenant may exercise the remedy described in Section 14(c).
- (b) Annual Inspections. An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).
- (c) Besides the UPCS inspection, DHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. DHA will provide Tenant with a written statement regarding dwelling unit conditions. Further, DHA shall request work orders for all items found to be in disrepair.

- (d) DHA will use the annual housekeeping inspection to assess Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, DHA will notify Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions.
- (e) Interim Inspections: DHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- (f) Move-out Inspection: DHA will inspect the dwelling unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. In order to protect Tenant's rights, Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to DHA.
- (g) **All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.**
- (h) **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

16. Parking and Motor Vehicles: Tenant agrees:

- (a) To refrain from parking any vehicles in any right-of-way or fire lane, on lawns or other DHA property not designated for parking purposes.
- (b) **Not to drive on DHA property unless Tenant has a current drivers license.**
- (c) **To bring onto DHA property only vehicles that are insured and registered through the Texas Bureau of Motor Vehicles.**
- (d) **To register all vehicles driven by Tenant with the manager and display the parking decal.**
- (e) **To park in Tenant parking spaces only (not visitor spaces, if any).**
- (f) **Not to bring any vehicle onto DHA property unless Tenant has registered with manager the make, model, color, year, license number, and state of registration of the vehicle to be parked.**
- (g) **To remove any inoperable or unlicensed vehicle as described above. If not removed by Tenant, these vehicles will be removed from DHA property at Tenant's expense.**
- (h) **Not to carry out automobile repairs on DHA property**

17. Notice Procedures

- (a) Tenant Responsibility - Any notice to DHA must be in writing, delivered to the Management Office or to DHA's central office personally or sent prepaid first-class mail, properly addressed.
- (b) DHA Responsibility - All notices to Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by Tenant. Notices will also be available in Spanish or other languages as needed.
- (c) Notices for lease termination or non-renewal must be personally served upon Tenant or upon any adult member of the household residing in the dwelling unit or sent by regular mail. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 16 years of age or older or an emancipated minor who is head of household.
- (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to Tenant or any adult member of the Tenant's household or sent by first-class mail.
- (e) Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

18. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by DHA and Tenant:

- (a) Tenant may terminate this Lease at any time by giving 30 days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear

and tear and shall return the keys to DHA before leaving. The security deposit may not be used for the rent or other charges. If Tenant fails to give 30 day notice, DHA may charge the Tenant 14 days' rent from the date DHA learns the unit is vacant.

- (b) Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting Tenant against family violence from an occupant of the Premises. DHA is prohibited from collecting rent or enforcing this Lease if Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
- (c) Tenant may cancel this Lease and vacate the Premises without liability for further rent if Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
- (d) DHA may terminate this lease only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include, but are not limited to, failure to make payments due under the Lease, or failure to make payments to a utility supplier when the utility connection is in Tenant's name, and/or failure to fulfill Tenant obligations set forth above. A Tenant who submits a late rental payment three times within a twelve month period will be subject to termination of the lease.
- (e) If, after execution of this Lease DHA becomes aware through a criminal background check that the Tenant or a family/household member has been involved in criminal conduct, in violation of Part 2, Section 11, while under a prior DHA Lease Agreement, this Lease shall be terminated.
- (f) **The Lease will also be terminated if:**
 - 1. **Tenant fails to provide complete and accurate information about income, deductions from income, family composition, family circumstances or past criminal activity when requested to do so by DHA;**
 - 2. **Tenant permits an adult to reside in the unit who has not satisfied the screening requirements established by DHA;**
 - 3. **Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol;**
 - 4. **Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law;**
 - 5. **There is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or persons residing in the immediate vicinity of the premises; or**
 - 6. **There is any drug-related criminal activity on or off the premises engaged in by Tenant, any member of the household, a guest, or another person under Tenant's control.**

The DHA will not be required to prove that Tenant knew, or should have known, that the member of the household, guest, or another person under Tenant's control was engaged in the prohibited activity. However, Tenant may raise as a defense that Tenant did not know, nor should have known, of said criminal activity. Such a defense must be proven by the Tenant by the preponderance of the evidence.
- (g) In deciding to evict for criminal activity, DHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, DHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. DHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- (h) DHA will not evict Tenant for criminal activity when Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is

unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of Agency to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other Tenants, staff or those providing service to the property.

- (i) This Lease may be terminated or will not be renewed by DHA if non-exempt adult members of the Tenant Family are not in Compliance with the Community Service requirements described in Section 25.
- (j) DHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
 - 1) Fourteen (14) days in the case of failure to pay rent;
 - 2) Three (3) days when the health or safety of other Tenants, DHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related or violent criminal activity, or for possession or display of illegal firearms, as described in Section 11(t). A criminal conviction is not needed;
 - 3) Thirty (30) days in any other case.
- (k) The Notice of Lease termination shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Agency documents directly relevant to the termination. In addition, when the Agency is required to offer Tenant an opportunity for a grievance hearing, the notice shall inform Tenant of the right to request such a hearing in accordance with the DHA Grievance Procedure. Notice to Vacate may be combined with or run concurrently with the Notice of Lease Termination.
- (l) When DHA is required to offer Tenant the opportunity for a grievance hearing, and Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (m) DHA excludes from the DHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or agents of DHA, or persons residing in the immediate vicinity. DHA also excludes from the DHA Grievance Procedures any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that Tenant is not entitled to a Grievance hearing and shall specify the judicial eviction procedure to be used by the Agency. HUD has determined that this eviction procedure provides the opportunity for a hearing in a Court that contains the basic elements of due process.
- (n) Tenant or DHA may give notice of termination on any day of the month.
- (o) DHA may evict Tenant from the dwelling unit only by bringing a court action.
- (p) If DHA files an eviction action against Tenant, Tenant will be liable for all legal fees including, costs of court, cost of a writ of possession if one is filed, and costs awarded by the Court, including Attorney's fees, unless Tenant prevails in the action.
- (q) DHA may continue to accept rent or other sums after the giving of a notice to vacate or the filing a suit for eviction. This acceptance of sums does not waive DHA's right of eviction or any other contractual or statutory right. The accepting of money, at any time, does not waive DHA's right to damages, past rent, future rent, other sums, or to continue with any court proceeding.
- (r) **This lease shall terminate upon abandonment of the premises by Tenant.** No court action will be required to obtain possession of the premises.

19. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease shall be resolved pursuant to the DHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Part 2, Section 18(f)(3), (4), (5), and (6) shall be excluded from the DHA's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, DHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

20. Notice to Post Office

When DHA evicts a Tenant for engaging in any criminal activity, DHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

21. Lease Modifications and Riders

Any modification of this Lease must be by a written rider to the Lease executed by DHA and the Tenant, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

22. Non-waiver of Rights

The failure of DHA or Tenant to exercise any right or remedy as provided in this lease shall not affect the right to do so at any later date.

23. Non-Liability

Tenant acknowledges that any security measures provided by the Agency will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The Agency will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. DHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above. If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes Agency to provide the information.

24. Abandonment

- (a) DHA may remove all property which remains in the unit or in the common areas after abandonment by Tenant or after judicial eviction of the Tenant. DHA is not liable for any property removed after Tenant's abandonment of the apartment, DHA does not have an obligation to store abandoned property.
- (b) Tenant shall be deemed to have abandoned the dwelling unit when Tenant has moved out. When DHA questions whether the unit has been abandoned, DHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of Tenant's property has been removed or rent is not paid, DHA will conclude the unit has been abandoned.
- (c) Two (2) days after DHA determines Tenant has abandoned the dwelling unit, DHA may remove all property left in the unit; clean up; make repairs; and relet the apartment,
- (d) Abandonment of the Premises will be treated as a termination by the Tenant under Part 2, Section 18 of this Lease.

25. Community Service Requirements/Economic Self-Sufficiency Programs

- (a) HUD's Community Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within their community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.
- (b) If Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs, DHA will either terminate the lease or not renew or extend Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- (c) Based on consideration of Tenant's efforts to comply with this Section, the DHA reserves the right to enter into a written agreement with Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

26. Special Provisions related to occupancy of scattered site single family homes.

- (a.) Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding and trimming the grounds and shrubbery.

- (b.) Tenants who desire to install ceiling fans must obtain written approval from DHA prior to installation. Any ceiling fans installed shall become a part of the premises and the property of DHA upon termination of the lease.
- (c.) Tenant will be charged the actual cost of repairing and/or replacing dishwashers damaged as the result of activity other than normal wear and tear.
- (d.) Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.
- (e.) For specific designated scattered sites Tenant shall be required to relocate to another non-FSS after the allotted time to reside in the unit has expired.

27. Special Provisions related to occupancy of Family Self Sufficiency and Low Income Housing Tax Credit Developments

Certain DHA properties are identified as housing developments that have been designated as Family Self-Sufficiency/Incentive Transfer Developments. As a condition of occupancy of the Premises, the Tenant must either have an active Family Self-Sufficiency Contract or have qualified as a high performing Tenant for an incentive transfer. When the Tenant was transferred to the development as a Family self Sufficiency participant, the Tenant acknowledges that breach of the Family Self-Sufficiency Contract will constitute a breach of the Lease and will require the transfer of Tenant and all Household Members to another development that has not been designated a Family Self-Sufficiency/Incentive Transfer Development.

28. Special Provisions related to occupancy of Low Income Housing Tax Credit Developments

The Premises is located in a housing development that has been financed, at least in part, with Low-Income Housing Tax Credits. The Tenant understands that the dwelling unit is available to Tenant only because of assistance payments made by HUD (the "Assistance Payments") that allow the Premises to be offered to Tenant at a rent level that is less than the market (unsubsidized) rent that would otherwise be due on the Premises. If such assistance payments terminate or are substantially reduced, and there is a default under any agreement, letter of credit or other instrument providing other funds as a substitute for assistance payments, then Tenant agrees that DHA shall have the right not to renew this Lease or to terminate this Lease at the end of its current term and either

- (a.) relocate Tenant to any other available appropriately sized dwelling unit in the inventory of DHA; or
- (b.) arrange for DHA to provide Tenant a rental voucher under Section 8 of the United States Housing Act of 1937, as amended, if a voucher is then available, to be used by Tenant to obtain another dwelling unit. DHA will make a good faith effort to transfer Tenant within the same neighborhood. Tenant will be given ninety (90) calendar days written notice of the availability of a suitably sized unit prior to being required to move. Tenant's response to the written notice that a transfer will be required because of reduction or elimination of assistance payments must be received by DHA within ten (10) calendar days of the date of the notice and must state Tenant's willingness to move to an appropriately sized dwelling unit within thirty (30) days. Reasonable costs associated with the move will be the responsibility of DHA.

DALLAS HOUSING AUTHORITY

House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. School Truancy - Every year by June 15, the Head-of-Household must produce an original report card for every school-aged child in the household. More than five percent of days missed per year may result in eviction.
2. Housekeeping - Tenant must meet the Dallas Housing Authority (DHA) Housekeeping requirements to avoid eviction.
3. Loitering - Loitering is strictly prohibited. Neither Tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.
4. Curfew - City of Dallas has a curfew of 11:00 p.m. until 6:00 a.m., Sunday through Thursday and 12:01 a.m. until 6:00 a.m., Friday and Saturday, for children 16 and under. The city curfew will be enforced. The Head-of-Household is responsible for compliance with the City of Dallas Curfew Ordinance by all minors in the household.
5. Judgments - In the event the DHA Management Staff obtains a judgment against the Head-of-Household for non-payment of rent, the DHA Management Staff will immediately pursue possession of the premises.
6. Violence - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
7. Cold Weather - To avoid cold weather problems, the Tenant must never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants are required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.
8. Reporting Maintenance Needs- It is the responsibility of all Tenants to report any damages or necessary repairs to Management, failure to do so may result in eviction.

Some examples of charges Tenants could possibly incur due to negligence or damage to DHA property include:

- (a.) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, or jammed garbage disposal;
 - (b.) Damaged to the water sprinkler system or landscaping caused by the Tenant, Family member, or guest; or
 - (c.) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.
9. Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Work Order Center. The call
 - (a.) will be answered and maintenance personnel will be dispatched
 - (b.) within a reasonable time depending on the nature of the emergency.Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the emergency maintenance provided, including overtime rates if applicable.
 10. Listed below are examples of items that are considered to be emergencies.

- (a.) Fire damage;
 - (b.) apartment doors that will not lock or unlock;
 - (c.) flooding,
 - (d.) electrical problems;
 - (e.) sewer back-up;
 - (f.) broken windows;
 - (g.) Tenant lockout;
 - (h.) gas leaks;
 - (i.) no heat when the inside temperature falls below 60 degrees Fahrenheit from November 16th through March 15;
 - (j.) if door and window screens are not provided, no air conditioning or air conditioning that is not capable or maintaining a maximum inside temperature that is 20 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer from April 1 through November 1;
 - (k.) damage due to unlawful intrusion.
11. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
 12. Air Conditioning - Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. The grill where the filter is located must be accessible at all times.
 13. Smoke Detectors - The Tenant must not disable the smoke detector by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a "Special Management Service Fee" for replacing removed batteries for damaged smoke detectors. **Damage by Tenant to smoke detectors is a serious lease violation and may subject Tenant to Lease termination.**
 14. Key and Locks - The Tenant will be issued two apartment keys and one mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. Gate cards at high rises will be replaced for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household or his/her spouse, as identified on the lease for a fee. All such persons will be required to provide picture identification to verify that the person seeking access is a member of the household.
 15. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting.
 16. Maintenance Inspections - Regularly scheduled Preventative Maintenance inspections are conducted on a quarterly basis. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections.
 17. Telephone Wiring – Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by DHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.
 18. Insurance - DHA Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.
 19. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment and porch, yard, or stoop, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.

- (a.) All items left unattended in the common areas may be removed and disposed of by Dallas Housing Authority or designated personnel without notification to Tenant.
 - (b.) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
 - (c.) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
 - (d.) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at anytime.
 - (e.) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.
 - (f.) Open containers of alcoholic beverages are strictly prohibited in all common areas.
 - (g.) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
 - (h.) All activities in the common areas by any person 12 years of age or under, must be supervised by a parent or legal guardian at all times.
20. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, passages and stairways are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by DHA Management or designated personnel without notice.
21. Patios and Balconies:
- (a.) Keep your sliding door and windows closed and locked during your absence to protect against damage from rain.
 - (b.) Keep patios and balconies free of old furniture, clothing, and trash.
 - (c.) Clotheslines are not permitted unless installed by DHA.
 - (d.) Do not leave trash at your door.
 - (e.) No radio or television aerials or wires shall be erected on any part of the premises without prior written permission from DHA.
 - (f.) Only outdoor furniture in good condition is permitted on patios and balconies.
 - (g.) Bird feeders are not allowed on patios, balconies or terraces.
 - (h.) Flower boxes must hang on the inside of balcony rails only.
 - (i.) The use or storage of barbecue grills on the front porches or covered balconies is strictly prohibited.
22. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems.
23. Parking and Vehicles –
- (a.) Parking may be assigned or unassigned, depending on the number of spaces at the property.
 - (b.) The Tenant is required to obtain parking stickers from the management office yearly.
 - (c.) Vehicles must be headed into the curb and parked within marked lines.
 - (d.) Cars without current inspection stickers and/or license plates are not permitted on DHA property and will be towed at owners' expense.
 - (e.) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
 - (f.) Mini-bikes, go-carts, or other unlicensed, self-propelled vehicles are prohibited on DHA property.
 - (g.) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside of apartment.
 - (h.) The Tenant must not park in designated fire lanes, or block trash receptacles.
 - (i.) All abandoned and/or inoperable vehicles will be towed at owners' expense 24 hours after DHA Management notes such offense.
 - (j.) Car Washing and Repairs - Washing and repair of vehicles is prohibited on DHA property.
 - (k.) Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning chemicals, debris, or property damages resulting from washing, repair or maintenance of vehicles.

24. Noise - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m.
25. Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy.

Please stress the importance of these House Rules to all Members of the Household.

****SIGNATURES REQUIRED ON PART 1 OF THE LEASE.****

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment Q
Dallas Housing Authority Pet Policy**

**DALLAS HOUSING AUTHORITY
PET OWNERSHIP POLICY**

A. EXEMPTION FROM THE PET RULES FOR ASSISTIVE ANIMALS (Service and Companion Animals for Individuals with Disabilities)

The rules contained in this pet policy do not apply to service or companion animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, the Housing Authority may require documentation from a qualified medical practitioner limited to:

1. Verification that the person making the request is a person with a disability;
2. Verification that the animal is needed by a person with a disability, either to provide a service or to act as a companion;
3. Verification that the animal owned by the individual with a disability will meet the need identified;
4. Verification that someone in the household is able to care for the animal or that alternative arrangements have been made that will not impair the animal's health or safety.
5. Verification that the animal is current on any required inoculations.

B. PET RULES

The following rules shall apply for the keeping of common household pets by Residents living in the units operated by the Housing Authority.

1. Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits), that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded mammal at any time, one 10 gallon fish tank or one cage with up to 4 birds. Visiting guests with pets will not be allowed. Since assistive animals are not pets, visiting guests with service animals are permitted.
3. Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual re-examination. The registration will include: (*Appendix 1*)
 - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
 - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
 - The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

- A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
 - The Authority may refuse to register a pet if:
 - a) The pet is not a common household pet;
 - b) The keeping of the pet would violate any applicable house pet rule;
 - c) The pet owner fails to provide complete pet registration information;
 - d) The pet owner fails to update the pet registration annually;
 - e) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
 - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
 - a) State the reasons for refusing to register the pet;
 - b) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
 - c) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed twenty five (25) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals or to companion animals already owned by an applicant at admission.
 5. No pit bulls, dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.
 6. All cat and dog pets shall be verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
 7. In public housing properties, a non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet. This fee does not apply to assistive animals for persons with disabilities.
 8. In multifamily properties a refundable pet deposit equalling HUD's maximum deposit limit shall be charged before a resident will be allowed to keep a cat or a dog (in compliance with the other requirements herein).
 9. Pets shall be quartered in the Resident's unit.
 10. Dogs and cats shall be kept on a leash or in a crate or carrier and controlled by a responsible individual when taken outside.

11. No dog houses will be allowed on the premises.
12. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed. Pets (dogs and cats), shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.
13. Pet owners must comply with all applicable City Ordinances concerning pets.
14. The pet owner is responsible for the pet's health and condition.
15. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph C3 below.
16. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
16. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
17. Residents will not feed or water stray animals or wild animals.
18. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
19. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET RULE VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3):

1. When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:
 - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
 - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;

4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
5. The notice must state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.

PET RULE VIOLATION MEETING:

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
- Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

NOTICE OF PET REMOVAL:

If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:

The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

D. Protection of the Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1 b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

E. Nuisance or Threat to Health or Safety

Nothing in this policy prohibits the Authority or the appropriate City authority from requiring the removal of any pet from the Authority property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

F. Application of Rules

- 1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.
- 2 All pet rules apply to resident and/or resident's guests.

Appendix I

Pet Agreement

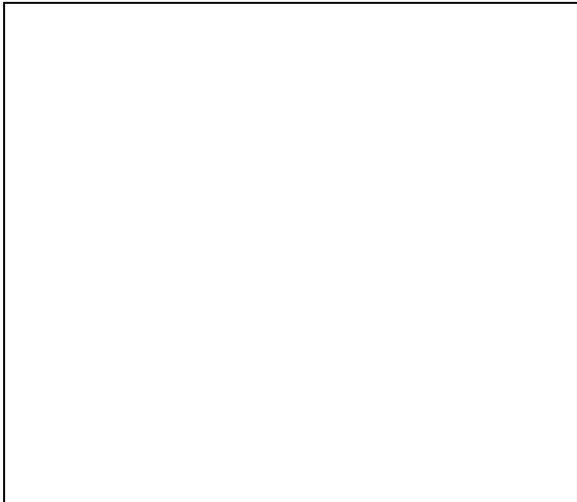
1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Public Housing Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)
 - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
 - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Multifamily Housing Pet Deposit. The Pet Deposit will be \$100 per bedroom but never exceeding \$300. This deposit is applicable to a specific dog or cat. Future dogs or cats will require future deposits.
5. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
6. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____ Type _____
Breed _____ Color _____ Weight _____ Age _____
Housebroken? _____ City of License _____ License No. _____
Date of last Rabies shot _____
Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals
Name _____
Address _____
Phone _____

Appendix 2

Pet Policy Certification

Attach photo of Pet here



By _____

Title _____

Housing Authority

Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

Appendix 3
Pet Policy Rules Violation Notice

DATE: _____

TIME: (IF DELIVERED) _____ A.M. /
P.M.

TO: _____

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

PET NAME OR TYPE: _____

This notice hereby informs you of the following pet rule violation:

Factual Basis for Determination of Violation: _____

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment R
Administrative Grievance Procedure for
Tenants of Low Rent Public Housing Program**



DALLAS HOUSING AUTHORITY

ADMINISTRATIVE GRIEVANCE PROCEDURE FOR TENANTS OF LOW RENT PUBLIC HOUSING PROGRAM

NOVEMBER 2010

**3939 N. Hampton Rd.
Dallas, TX 75212**



DALLAS HOUSING AUTHORITY



TENANT ADMINISTRATIVE GRIEVANCE PROCEDURE For the Low Rent Public Housing Program

I. PURPOSE

This Tenant Administrative Grievance Procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against actions or decisions of the Dallas Housing Authority (“the Authority”).

II. GOVERNING LAW

The law governing this tenant administrative grievance procedure is section 6(k) of the U.S. Housing Act of 1937 [42 U.S.C. §1437d (k) and subpart B of 24 CFR part 966 (24 CFR §966.50 - §966.57)].

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all Tenant grievances (as defined in Section IV below) with the exceptions listed below.

- A. This grievance procedure is not applicable to disputes between Tenants not involving the Authority or to class grievances involving groups of Tenants.
- B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and Dallas Housing Authority's Board of Commissioners.
- C. HUD has issued a due process determination, finding that the law of the State of Texas requires that tenants be given the opportunity for a hearing in court that provides the basic elements of due process (as defined in §966.53(c) - See Section IV below) before eviction from a dwelling unit. Therefore, the Authority will exclude from this tenant administrative grievance procedure any grievance concerning termination of tenancy or eviction based upon a tenant, occupant or guest involvement in the following:
 - 1. Any violent criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or neighbors of the property;
 - 2. Any drug-related criminal activity on or off the premises;
 - 3. Any criminal conviction by a family member of a felony.
- D. The grievance procedure shall not be applicable to terminations or evictions for failing the annual criminal history screening of adult residents.



IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. *DHA*: DHA shall mean the Dallas Housing Authority.
- B. *Business Days*: Monday through Friday of each week, except for legal holidays recognized by the Authority.
- C. *CFR*: The Code of Federal Regulations, which contains the federal regulations requiring this grievance procedure.
- D. *Complainant*: Complainant shall mean any tenant whose grievance is presented to the DHA in accordance with 24 CFR part 966 et seq and Section VI of this procedure.
- E. *Drug-related criminal activity*: The illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- F. *Elements of due process*: An eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Tenant on the grounds for terminating the tenancy and for eviction;
 - 2. Right of the Tenant to be represented by counsel;
 - 3. Opportunity for the Tenant to refute the evidence presented by the Authority, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense, that the Tenant may have;
 - 4. A decision on the merits.
- G. *Eviction*: Forcing an occupant of a dwelling unit to move out of such unit through the legal process prescribed by the laws of the State of Texas.
- H. *Grievance*: Any dispute that a Tenant may have with respect to an action or a failure to act by the Authority in accordance with the individual Tenant's lease or Dallas Housing Authority policies and procedures that adversely affects the individual Tenant's rights, duties, welfare or status.
- I. *Hearing Officer*: A person selected in accordance with 24 CFR §966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- J. *HUD*: The United States Department of Housing and Urban Development.
- K. *Notice*: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- L. *Hearing*: A hearing that includes only the hearing panel or officer, a Dallas Housing Authority representative, the resident, resident's representative, and all



witnesses permitted by the hearing officer. All hearings shall be private, unless the resident requests a public hearing in writing.

- M. *Public hearing:* A hearing that is open to all persons who desire to attend the hearing. A public hearing must be requested in writing.
- N. *Resident organization:* An organization of residents, which includes any resident management corporation, and specifically includes the Council of Development Presidents.
- O. *Tenant:* The adult person (or persons) other than a live-in aide:
 - 1. Who resides in the unit and who executed the lease with the Dallas Housing Authority as lessee of the dwelling unit, or, if no such persons resides in the unit,
 - 2. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

V. PROCEDURE PART OF RESIDENTIAL LEASE AGREEMENT

This tenant administrative grievance procedure is provided as an attachment to and incorporated by reference into all Residential Lease Agreements between Tenants and the Dallas Housing Authority at all public housing developments.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A tenant must begin the grievance process by requesting and attending an informal settlement conference with the Authority to discuss whether the grievance can be settled without a hearing. The following procedures apply to a request for an informal conference under this tenant administrative grievance procedure:

- A. **Initial Presentation:** Any request for an informal conference must be personally presented, either orally or in writing to the manager in the management office of the development in which the tenant resides or to DHA's main office at 3939 N. Hampton Rd, Dallas, TX 75212. The request must be presented within five (5) business days after the event giving rise to the grievance. Each tenant requesting an informal conference shall be given a receipt showing proof of the request (see Exhibit "II").
- B. **Informal Conference:** If the informal conference cannot occur at the time the request is initially presented by the tenant, then the tenant will be promptly notified in writing of the time and place for the informal conference. The informal conference will be held within ten (10) business days after the initial presentation of the request.
- C. **Written Summary:** The Dallas Housing Authority shall provide a written summary of the informal discussion to the tenant within five (5) business days after the informal conference. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion(s), the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary shall include the procedures by which the tenant may obtain an informal hearing. A copy of the written summary shall



be placed in tenant's file. This copy shall serve as proof that the tenant did participate in the informal conference.

- D. **Failure to Attend Informal Conference:** A tenant who does not attend an informal conference shall be considered to have waived the right to an informal conference and is not entitled to a formal hearing absent a showing of good cause why he/she failed to attend the informal conference. In such event, the Authority shall provide a notice to the tenant that shall specify the procedures by which the tenant may request a formal hearing. The hearing officer shall make the determination whether the tenant shows good cause for missing the informal conference before proceeding with the formal hearing.
- E. **Failure to Request Hearing:** If the tenant fails to request a formal hearing within five (5) business days after receiving the written summary of the informal conference, the Authority's decision rendered at the informal conference becomes final and the Authority is no longer obligated to offer the tenant a formal hearing. Tenant's failure to request a formal grievance hearing does not constitute a waiver to contest the Authority's action in Court.

VII. SELECTION OF HEARING PANEL OR HEARING OFFICER

The designation of hearing officers or a hearing panel for particular grievance hearings shall be governed by the following provisions:

- A. All hearings may be held before a Hearing Panel or a Hearing Officer.
- B. The Hearing Panel will consist of two impartial and disinterested parties appointed by the Council of Presidents. The third member of the Panel will be the DHA Hearing Officer or his/her designee.
- C. The number of potential members of the Hearing Panel to be appointed by the Council of Presidents shall be determined by the Council.
- D. All individuals interested in serving as members of a Hearing Panel shall attend a workshop paid for by DHA before they serve on a Hearing Panel. The following topics will be covered in the workshop:
 - 1. The Federal law and regulations governing the grievance process;
 - 2. The DHA Lease and House Rules, Admissions and Continued Occupancy Policy, Pet Policy and Grievance Procedure;
 - 3. Conduct of a hearing;
 - 4. Rules of evidence;
- E. If there are not two members of the Hearing Panel pool able to serve in accordance with the timeframes set forth in this policy, the Hearing Officer or his/her designee will hear a grievance alone.
- F. Impartial hearing panel members will be appointed by the Dallas Housing Authority in accordance with the following:
 - 1. Two members of the Hearing Panel will be trained members of the Council of Presidents' designated pool of potential Panel members.



2. The third member of the Hearing Panel will be the DHA Hearing Officer or his/her designee.
 3. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality.
 4. Persons who are designated to serve as hearing panel members must disqualify themselves from hearing grievances in which they have some personal interest or any grievances that involve personal friends, relatives, or persons with whom they have any business relationship. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances.
- G. If a hearing panel member fails to disqualify himself or herself as required in this grievance procedure, the Authority will remove the individual from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

VIII. SCHEDULING OF FORMAL HEARINGS

A tenant does not have a right to a formal grievance hearing unless the tenant has satisfied the prerequisites set forth below.

- A. The tenant must request a hearing in writing within five (5) business days after receiving the written summary of the informal conference
- B. The tenant must complete the informal conference procedure or the hearing officer must determine that a tenant has good cause for failing to proceed in accordance with procedures above in Section VI concerning informal conferences.

If the matter involves the amount of rent that the Authority claims is due under the tenant's lease, the tenant shall have paid to the Authority an amount equal to the amount due and payable as of the first day of the month immediately preceding the month in which the complained of act or failure to act took place. The monies paid to the Authority by tenant shall be placed in an escrow account. And, in the case of situations in which hearings are, for any reason delayed, the tenant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or his/her designee. The tenant's failure to make payments into escrow, unless waived by the Authority in writing, shall terminate the tenant's grievance. No waiver will be given by the Authority except in cases of extreme and undue hardship to the tenant, determined in the sole and absolute discretion of the Authority. If the amount of rent paid into escrow by tenant is proven to be equal to or less than rent that is owed by the tenant to DHA, DHA may apply the money paid in escrow to the tenant's account. If the amount of rent paid into escrow is proven to be more than rent that is owed by the tenant to DHA, DHA shall refund the overage amount paid in escrow to tenant.



- C. The Formal Hearing will take place within 10 days of the date it is requested by the Complainant.

IX. PROCEDURES GOVERNING HEARINGS

A. *Fair Hearing*

The hearings shall be held before a Hearing Panel or a Hearing Officer as described above in Section VIII. The tenant shall be afforded a fair hearing, that shall include:

1. The opportunity to examine before the hearing any non-privileged Dallas Housing Authority documents, including records and regulations that are directly relevant to the hearing. The tenant will be afforded the opportunity to review and copy all records maintained in his/her individual file, provided the request is properly made. The tenant must request the production of such documents in writing to the Office of General Counsel [3939 North Hampton Road, Dallas, TX 75212]. The tenant will be allowed to copy any such document at the tenant's expense. If the Authority does not make the document available for examination upon request by the tenant, the Authority may not rely on such documents at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.
3. The right to a private hearing unless the tenant requests a public hearing.
4. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the Authority and to confront and cross examine all witnesses upon whose testimony or information the Authority or its management relies; and
5. The right to a decision solely and exclusively upon the facts presented at the hearing.

B. *Prior Decision in Same Matter*

The Hearing Panel or a Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. *Failure to Appear*

If the Tenant or the Authority fails to appear at a scheduled hearing, the Hearing Panel or a Hearing Officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the Hearing Panel or a Hearing Officer shall notify the Tenant and the Authority of the determination.



The failure to attend a grievance hearing shall not constitute a waiver of any right for which the tenant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

D. *Required Showing of Entitlement to Relief*

At the hearing, the Tenant must first make a showing of an entitlement to the relief sought and thereafter, if such a showing is made, the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

The Tenant and Dallas Housing Authority may each present evidence. The evidence may consist of documents or witnesses. The tenant may testify. The tenant and the Authority have the right to question each other's witnesses.

E. *Informality of Hearing.*

The hearing shall be conducted informally by the Hearing Panel or Hearing Officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to a judicial proceeding.

F. *Orderly Conduct Required*

The Hearing Panel or Hearing Officer shall require the Authority, the tenant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel or Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. *Transcript of Hearing.*

The Tenant or the Authority may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

X. DECISION OF THE HEARING PANEL OR HEARING OFFICER

At or subsequent to the completion of the formal grievance hearing, the hearing panel or officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. *Written Decision*

The Hearing Panel or Hearing Officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

1. A copy of the decision shall be sent to the tenant and to the Dallas Housing Authority. The Authority shall retain a copy of the decision in the tenant's file.
2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Dallas Housing Authority (Office of



General Counsel) and made available for inspection by any prospective tenant, his/her representative, or the hearing officer.

B. *Binding Effect*

The written decision of the hearing officer shall be binding upon the Authority, which shall take all actions, or refrain from any actions necessary to carry out the decision unless Dallas Housing Authority's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

1. the grievance does not concern the Authority's action or failure to act in accordance or involving the tenant's lease or the Authority's policies and procedures that adversely affect the Tenant's rights, duties, welfare or status; or
2. the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Authority.

C. *Continuing Right of Tenant to Judicial Proceedings*

A decision by the Hearing Panel or Hearing Officer or Board of Commissioners in favor of the Authority or that denies the relief requested by the tenant in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Tenant to a trial or judicial review in any judicial proceedings, that may thereafter be brought in the matter.

XI. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the tenant or an adult member of the tenant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

XII. REASONABLE ACCOMODATION OF PERSONS WITH DISABILITIES

The Dallas Housing Authority shall provide reasonable accommodation for persons with disabilities to allow them to participate in grievance hearings, which may include qualified sign language interpreters, readers, accessible locations, attendants, etc.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Dallas Housing Authority, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least (30) days advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written



comments. The comments submitted shall be considered by the Authority before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

- A. *Captions:* Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. *Concurrent Notice:* If a Tenant has filed a request for grievance hearing hereunder in a case involving the Authority's notice of termination of tenancy, the tenant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds the Authority's action to terminate the tenancy, the Authority may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to tenant, or the delivery of the report of decision of the hearing officer to tenant.



EXHIBIT "I"

TENANT RECEIPT FOR INFORMAL CONFERENCE REQUEST

A request for an Informal Conference with

(Development Name)

was made on _____ by

_____.

(Date)

(Print Tenant's Name)

I, _____, acknowledge receipt of
the

(Development Manager)

Tenant's request for an Informal Conference.

Signature of Manager

Date

Signature of Tenant

Date



EXHIBIT "II"

Account No.

NOTICE OF TENANT’S RIGHT TO FORMAL HEARING ON A GRIEVANCE

I have been advised of my right to an informal conference with the Housing Manager in case of a grievance with respect to Dallas Housing Authority’s action or failure to act in accordance with the lease or Dallas Housing Authority’s regulations, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal disposition of my grievance, I have a right to an formal Hearing with a Hearing Officer under the “Formal Grievance Hearing” section of the Administrative Grievance Procedure.

I will have the right to appear at the Formal Hearing and speak in my own behalf, to bring witnesses and documents as I desire, to cross-examine Dallas Housing Authority witnesses and be represented by counsel or other representatives of my choice. I have the right before the hearing to examine and copy any Dallas Housing Authority documents, records, and/or regulations that are directly relevant to the hearing.

(Print Name)

(Tenant’s Signature)

(Date)

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment S
Exterminating Service Procedure**

Exterminating Service

Section I. General

The exterminator works in the Central Maintenance Division of the Maintenance Department. He/she is responsible for periodic, cyclical extermination of residential units and office areas.

Section II. Cyclical Extermination

The exterminator maintains a schedule for treating all offices or developments owned or operated by the Dallas Housing Authority (DHA). When a development is scheduled for extermination services, the Maintenance Foreman will be notified of the day and time of the exterminator's visit. The development staff will distribute notices to residents at least two (2) days prior to the date the unit is scheduled for extermination.

If a unit or office cannot be entered when the exterminator visits a development, it will not be treated in the normal cycle.

Section III. Extermination Outside the Cycle

Development units that were not treated during the regularly scheduled extermination, or any units which require additional treatment, will be addressed by using the Work Order System. Extermination work orders will be directed to the Central Maintenance Extermination Foreman. See Procedure 700-1.1.

**Dallas Housing Authority
FY 2012 PHA Plan**

**Attachment T
Dallas Housing Authority Administrative Plan for
Housing Voucher Program**



**DALLAS HOUSING
AUTHORITY**

**ADMINISTRATIVE PLAN
FOR
HOUSING VOUCHER
PROGRAMS**

September 2011



Effective Date: September 19, 2011

Replaces last revision of : September 13, 2010



DALLAS HOUSING AUTHORITY

3939 North Hampton Road

Dallas, Texas 75212

Housing Choice Voucher Program: 214-640-6800, TDY: 214-951-8488.

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Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



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Final, 2011



DALLAS HOUSING AUTHORITY

Housing Choice Voucher Program Administrative Plan

Introduction

The Dallas Housing Authority (DHA) administers a variety of tenant-based, project-based and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan,

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by the Authority. Policies related to the Authority's Family Self Sufficiency (FSS) Program are included in a separate document, the FSS Action Plan, and are not part of this document.

The Administrative Plan, hereinafter referred to as the "Plan", covers both admission to and continued participation in the abovementioned programs.

Only DHA's Board of Commissioners is authorized to approve changes to the Plan. The Authority is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the Authority. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR § 982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly by all program staff.

Section I. Special Conditions & Objectives of the Section 8 Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division through the Settlement Stipulation and Order, March 8, 2001. This program is covered in full in Addendum 8. DHA will administer the obligations set out in the Agreed Final Judgment approved by the United States District Court signed December 21, 2004.
2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 applications. If DHA is not



accepting new applications for its Housing Choice Voucher (HCV) program at the time an Applicant leases a public housing unit, DHA will inform the Applicant in writing of his/her right to apply for the HCV program when the program waiting list opens.

B. Objectives of Section 8 Programs

DHA's objective in administering the Housing Voucher programs is to provide decent, safe and sanitary affordable housing to low-income Families otherwise unable to obtain adequate housing. The number of Families served is limited by the number of vouchers and funding available, DHA's budget and the availability of adequate housing.

The Section 8 Program provides participating Families with greater choice of housing opportunities by subsidizing rental payments to private Landlords. Through this program, DHA helps low-income Families obtain quality housing within DHA's geographical jurisdiction, which includes all cities located in whole or in part in Dallas County, the City of Plano and Red Oak, Texas.

Through program administration, DHA shall:

1. ensure eligibility and correct family share of rent for participating Families;
2. ensure Housing Quality Standards are enforced;
3. ensure no more than reasonable rents are paid for all units under contract in the Section 8 Program;
4. offer all current and future Section 8 Program Families counseling and referral assistance on the following priority basis:
 - a. all Section 8 Families residing in a unit in which payment to the Landlord is abated because of a failed inspection; and
 - b. all other Section 8 Families.
5. make every effort to assist a substantial percentage of its Section 8 Families to find units in low-poverty neighborhoods; and
6. limit occupancy of DHA's voucher Families to no more than 30% of the total number of units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

The Authority affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are "least likely to apply".

The Authority shall not discriminate against any applicant, participant, or landlord because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household (protected classes); nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category.



The Authority shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The DHA 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:

1. Title VI of the Civil Rights Act of 1964
2. 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)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. Violence Against Women Reauthorization Act of 2005 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together.

DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

C. Equitable Treatment

The DHA will not use membership in any protected class to:

1. 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
2. Provide housing that is different from that provided to others¹
3. Subject anyone to segregation or disparate treatment
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
5. Treat a person differently in determining eligibility or other requirements for admission
6. Steer an applicant or participant toward or away from a particular area based any of these factors
7. Deny anyone access to the same level of services
8. Deny anyone the opportunity to participate in a planning or advisory group that is an

¹ Except when needed to provide person with disabilities special services to achieve equal access to programs.



integral part of the housing program

9. Discriminate in the provision of residential real estate transactions
10. Discriminate against someone because they are related to or associated with a member of a protected class
11. 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.

D. Providing Information to Families and Owners

1. The DHA will ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the DHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. **24 CFR 982.301**
2. The Housing Assistance Payment (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.

E. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, the Authority will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas's Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service provided through the Legal Services and Dallas County Dispute Resolution Center.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with disabilities

1. DHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. **24 CFR § 8.4**
2. An applicant or participant with a disability may request information or an accommodation by contacting the Dallas Housing Authority at 3939 N. Hampton Rd, Dallas, Texas 75212 or by telephone by calling 214-951-8348 or TTY: 800-735-2989, 214-951-8367, or by email at 504ADA@dhadal.com
3. A reasonable accommodation is a modification or change DHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. **24 CFR § 8.20**
4. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**



- a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of DHA's program.
5. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
 6. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
 7. Specific actions are described in the *Procedures on Civil Rights and Disability Rights* and the *Procedure on Reasonable Accommodations for Applicants and Section 8 Participants*. **24 CFR § 8.4**
 8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. **24 CFR § 8.21**
 9. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.6**
 10. Examples of reasonable accommodations include, but are not limited to: **24 CFR § 8.4**
 - a. Making alterations to a DHA office or administrative facility to make it fully accessible so it could be used by a family member with a wheelchair;
 - b. Permitting applications and reexaminations to be completed by mail when it is difficult for them to come to DHA offices because of a disability;
 - c. Conducting home visits instead of requiring applicants and participants to come to DHA offices;
 - d. Using higher payment standards (either within the acceptable range, as an exception to the current payment standard up to 110 percent of the payment standard, or with HUD approval, of a payment standard above 110 percent of the payment standard) if the DHA determines this is necessary to enable a person with disabilities to obtain a housing unit equivalent to those available to families without disabled members;
 - e. Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit;
 - f. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with DHA staff;
 - g. Displaying posters and other housing information in locations throughout DHA's office in such a manner as to be easily readable from a wheelchair ;



- h. Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted;
 - i. Widening the door of a DHA-owned community room or public restroom so a person in a wheelchair may use the facility;
 - j. Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
 - k. Making sure that DHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
 - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with DHA staff;
 - 2) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with DHA staff;
 - 3) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with DHA if the individual desires such representation;
 - 4) Permitting an outside agency or individual to assist an applicant with a disability to meet the DHA's applicant screening criteria.
11. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
- a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the unit and common areas;
 - c. to use facilities and equipment in a reasonable way;
 - d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the DHA.

but there is no requirement that they be able to do these things without assistance. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

12. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation(s), the Landlord may terminate the lease



and DHA may terminate assistance. **24 CFR § 8.2**

13. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
14. If an applicant or resident would prefer not to discuss the situation with the DHA, that is his/her right.

G. Denial or Termination of Assistance

DHA'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)**

1. When applicants with disabilities are denied assistance, the notice of denial must inform them of DHA'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. The process for requesting an Informal review is outlined in this document.
2. When a participant family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation.
3. When reviewing reasonable accommodation requests, the DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, the DHA must make the accommodation.

H. Providing Information in Languages other than English for persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language 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.
2. 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.
3. The DHA 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.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
 - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident



needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.

- c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
- d. The DHA will provide written translations of other 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. Translation of other documents, if needed, can be provided orally.

Section III General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA 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]. DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.
3. DHA 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 the DHA 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.
4. DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

B. Privacy Rights of Clients

All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD form 9886 at admission and every recertification thereafter, in conjunction with the HUD 50058 form, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for the Authority to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. The Authority may release information requested by court subpoena.

Client information is confidential. Current and forwarding address information, and



family members claimed in the household, will be released to Police Officials upon the Authority obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.

DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the **Procedure on Verification of Information**. All applicant and participant files are treated as confidential and handled in accordance with the **Procedure on File Security**.

C. Legal Jurisdiction of the DHA's Programs

The Authority's area of operation is the area geographically defined as any city in whole or in part in the following counties: Collin, Dallas, Denton, Ellis, Kaufman, Rockwall, and Tarrant.

D. Compliance with Federal Rules and Regulations

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars, and notices, or other applicable law.

E. Records Retention

Files for past participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed the Authority will be retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files must be retained indefinitely regardless of participation status.

F. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;
4. Independent Group Residences;
5. Congregate or Shared Housing;
6. Single Room Occupancy Facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program, or approved Reasonable Accommodation request), are not eligible types of housing in the HCV program.

G. Continuously Assisted Families

An applicant is continuously assisted under the 1937 Housing Act if the family is already



receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher program. As noted below, families being relocated from the Authority's public housing have first priority for vouchers and qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR § 982.203) as "special (non-waiting list) admissions".

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

H. Management Assessment Objectives

The Authority operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. The Authority's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.

1. Selection from the Waiting List
2. Rent Reasonableness
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities (See Walker Case information)
8. FMR/Exception Rent & Payment Standards
9. Annual Re-certifications
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow
15. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, the Authority will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor the Authority's operational procedures and practices objectively and accurately.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher actions.



I. Outreach to Eligible Families, Affirmative Marketing

The Authority reserves the right to open or close the lottery pool based on the supply of available vouchers and applicants and in accordance with its **Procedure on Opening and Closing the Waiting List**. The Authority publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

To reach families from all backgrounds, the Authority advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. The Authority will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached. See the Authority's **Procedure on Affirmative Marketing**.

J. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, the Authority welcomes the participation of owners of decent, safe, and sanitary housing units.
2. The Authority continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. The Authority maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.
3. The Authority will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.

K. Owner Outreach in Low Poverty Areas

The Authority encourages program participation by owners of units located outside areas of poverty or minority concentration. The Authority periodically evaluates the demographic distribution of assisted families as it relates to HUD and Census data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside the Authority's jurisdiction and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

The Authority's Mobility Counseling (MC) program increases the opportunity and choice among Housing Choice Voucher recipients. MC is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty neighborhood. MC identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face.

The Authority provides the following to Housing Choice Voucher holders:



1. Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
2. A listing of available rental property. The list is updated weekly and states: address, amenities, deposit information, etc. as provided by owners.
3. A list of properties/owners who accept Section 8 is available on-line at www.gosection8.com and/or upon request.
4. A description of portability provisions available in the Housing Choice Voucher program.
5. A map that identifies areas within the City of Dallas and the Greater Dallas Metropolitan Area that are areas of low poverty and minority concentrations.

For more detailed information regarding the Authority's Mobility Counseling Program, refer to the Mobility Counseling Program guidelines and procedures.

L. The Family Self Sufficiency Program

The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. (For further information, please see the Authority's FSS Action Plan)

M. The Homeownership Program

Policies related to the Authority's Home Ownership Program are included in a separate document, entitled, **HOMEOWNERSHIP PLAN**, and incorporated in this Plan as **ATTACHMENT V**.

N. The Project-based Assistance Program

The Authority reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number of DHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see the **Procedure on Project Based Programs**.

Section IV. Admission Standards

Applicants must meet basic eligibility requirements listed below at the time of selection from the Waiting List; otherwise, the Applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. Income Eligibility:

A Family is eligible for assistance under the Section 8 Program if, at the time they receive assistance, the Family meets one of the standards listed below:

- a) has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
- b) qualifies as a Very Low-Income Family (including Extremely Low-Income) under HUD'S approved Income Limits;



- c) qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Rental Rehabilitation or Development activities assisted under section 17 of the 1937 Housing Act (**42 U.S.C.**), or as a result of activities under the Rental Rehabilitation Demonstration Program;
- d) qualifies as a Moderate Income Family and is displaced while living in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990; or
- e) qualifies as a Low-Income Family for assistance as a non purchasing Family residing in a HOPE 1 (public housing homeownership) or HOPE 2 (homeownership of multi-family units) Project under Section 8 of the 1937 Housing Act (**42 U.S.C.**).

2. General Eligibility:

DHA shall consider all Applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

- a) Family: The Applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of "Family"
- b) Income: The Family's Annual Income must be documented and may not exceed the HUD-determined Income Limits for the Family size.
- c) Citizenship or Eligible Immigration Status: DHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a "Mixed Family". At least one Family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the Family.
- d) Families must provide the following documents for each member as evidence of citizenship or eligible immigration status:
 - a. United States Citizens
 - 1) A written and signed Declaration for each Family member;
 - 2) A United States passport; or
 - 3) Birth Certificate or Certificate of Naturalization and/or other approved documentation.
 - b. Non-Citizen
 - 1) A written and signed Declaration for each Family member;
 - 2) A signed Verification Consent Form; and
 - 3) One of the original U.S. Immigration and Naturalization Services documents listed on the Declaration.
- e) Documentation of Full Time College Students of Non-Parental/Guardian Households



DHA shall provide assistance to independent Full Time College Students of legal age or an emancipated Minor under state law that meet the following criteria as stated in **PIH Notice 2005-16**:

- a. Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support;
- b. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year;
- c. The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and
- d. The college student must be income eligible.

B. Criminal History Check

DHA shall conduct a criminal background check for every member of the Applicant's Family age 18 and over. DHA shall screen to ensure that no member of the Family has engaged in violent criminal activity that threatened the safety of the public or in drug related criminal activity.

DHA shall not approve admission of Applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

To avoid admitting such Applicants, DHA shall examine the activity of all adult members of the Applicant's Family for a period of seven (7) years prior to the date of the admission into the program. DHA shall take reasonable steps to ensure that neither the Applicant nor any member of the Applicant's family who will be included on the lease:

1. is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past 7 years. This requirement may be waived if the Applicant demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
2. has a history of criminal activity involving crimes of violence to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel in the past 7 years.
3. has a history of incarceration, parole or probation for drug related crimes, violent crimes or crimes that threaten the health, safety and/or general well being of the community in the past 7 years.
4. DHA may waive the criminal history requirement for Applicants participating in special programs targeting special needs populations such as persons who were formerly incarcerated, homeless persons and families, veterans and/or disabled persons.



C. Additional HUD Eligibility Criteria

DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Program.

1. Drug Related Eviction: DHA shall review residential history to determine if the Family has lived in federally assisted housing, and deny admission if any Family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within seven (7) years of the application date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.
2. Illegal Drug Use: DHA shall deny admission to any Family if there is a reason to believe that a Family member uses or sells illegal drugs or is engaged in drug-related criminal activity; or that a Family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
3. Conviction for Methamphetamine Production: DHA shall permanently deny admission to Families if an adult member has been convicted for the manufacture of Methamphetamine (also known as speed) in Federally assisted housing.
4. Sex Offenders: DHA shall permanently deny admission to Families if any adult member is subject to a lifetime registration requirement as a sex offender.. DHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
5. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any Family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol and:
 - a. has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if Applicant is from another State; or
 - b. is participating in a supervised alcohol rehabilitation program.
6. Violent Criminal Activity: DHA shall deny admission to any Family if there is reason to believe that a Family member engaged in any of the following acts:
 - a. Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim) or
 - b. Any activity involving the use of weapons against persons or property.
7. Crimes That Threaten the Peace, Health and Safety of Others: DHA shall deny admission to any Family if there is reason to believe that a member of the Family has engaged in any activity that threatens the peace, health and safety of others.



D. Other Admission Requirements - Debts Owed to DHA

1. Applicants to the Section 8 program must be free of any debts to DHA or another housing authority before being admitted to the program.
2. Families participating in DHA rental assistance programs may not be indebted to DHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, participants may be permitted to repay their debt in installments. (See HCV Program Integrity and Ethics Policy)

E. Public Housing and Former Program Participants

Applicants moving from DHA public housing developments shall be screened using the same procedures as Applicants from the Waiting List. Additionally, the record of former Section 8 participants will be researched for possible program violations. The following violations are grounds for denial of admission:

1. While participating in the Section 8 Program, the Family violated any Family Obligation, as set forth in **24 CFR 982.551** as amended. An exception may be granted if the Family member who violated the Family Obligation is not a current member of the household.
2. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. The Family must have paid any outstanding debt owed DHA or another housing authority as a result of prior participation in any federal housing program.
4. Families entering the Section 8 Program from DHA conventional housing programs must be in good standing under the terms of DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
5. Families assessed a debt to DHA, prior to Section 8 HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to the HCV Program Integrity and Ethics policy.
6. No Family member may have been evicted from public housing for non-payment of rent during the past 60 months.
7. No Family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

Applications for the Section 8 Program are accepted periodically when the number of applicants already on the waiting list are insufficient to fill projected slots in the coming 12 months. Specific dates, times and locations for accepting non-preference applications are announced by public notice in area newspapers, on local radio stations and posted in DHA Administrative Offices.



B. How the Waiting List is Organized

DHA will use a lottery system to place families on the non-preference HCV Waiting List. When using the lottery system, DHA shall post in area newspapers and in its Administrative Offices, the time and date of lottery selection and the number of applicants that will be selected by the lottery. This notice shall be posted with the announcement of the opening of the Waiting List. Applicants placed on the HCV Waiting List using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned numbers and according to DHA Preference(s). Applicants that are selected shall be informed in writing of their selection and placement on the HCV Waiting List. Applicants that are not selected by the lottery will not be placed on the Waiting List and will have to reapply when the Waiting List is re-opened.

Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to Project-based voucher properties.

C. The Application

The application constitutes the basic record of Applicants applying for admission, therefore, Applicants must supply complete and true information. The application, together with all other materials relating to the Applicant's eligibility will be placed and retained in the Applicant's file.

D. Opening the Waiting List

DHA may periodically open the HCV Waiting List to target only admissions for categories of Families that meet specific preferences or funding criteria. DHA may limit the number of applications accepted for targeted admissions in order to meet program objectives. DHA may target information about this limited opening to individuals in the qualifying groups.

E. The Walker Settlement Voucher Waiting List

DHA will maintain a separate Special Admissions Waiting List for applicants that are eligible for the Walker Settlement Voucher program. These applicants will not be added to the HCV Waiting List but are eligible to apply for the HCV Waiting List when open. Applying for the HCV Waiting List will not affect the applicant's status on the Special Admissions Waiting List. DHA may use a lottery system to place families on the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Each applicant will be randomly assigned a number based on the lottery; this number will NOT be based on the date or time of application. The applicants selected in the lottery will be placed on the Special Admissions Waiting List in order of the randomly assigned number. DHA will not apply Preference(s) to the Special Admission Waiting List. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.

F. Completion of Applications

1. Applications for the Housing Choice Voucher Program may be taken electronically, by telephone, or at designated DHA facilities. The application or pre-application



constitutes the basic record of Applicants applying for admission therefore DHA shall only accept completed applications. The application, together with all other materials relating to the Applicants' eligibility shall be placed in the Applicants' file.

2. Applicants who need assistance in completing their applications or who need an alternative method of communication because of disabilities will be furnished with such assistance or alternative communication method upon request

G. Continuously Assisted Families/ "Special Admissions"

Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:

1. are being relocated from the Authority's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or
2. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled; or
3. are receiving assistance in a Section 8 SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.

A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.

Generally, DHA will receive replacement housing vouchers to assist these families, but if the process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

H. Administration of the Waiting List

1. Organization of the Waiting List

At a minimum, the HCV Waiting List will include the following information:

- a. The Applicants' name, address, phone number;
- b. The names, relationship to head, sex and age of family members who will live in the assisted unit;
- c. The number of bedrooms for which the Family initially qualifies in accordance to DHA occupancy standards;
- d. The date and time of application or if selected by lottery, the date of lottery pull;
- e. Qualification for any local preferences, if applicable; and
- f. Racial and ethnic designation of the Head of Household.

2. Updating the Section 8 Waiting List

When waiting time for applicants for housing will average more than twenty-four (24) months, DHA may confirm Applicants' continued interest in the Housing Choice Voucher Program and update the Waiting List accordingly. DHA shall contact Applicants at their



last known address to determine the continued interest in the program. Applicants not responding to the inquiry within thirty (30) calendar days, or responding negatively, will be removed from the Housing Choice Voucher Waiting List. Once Applicants are removed from the Waiting List, they will be required to re-apply for assistance when the waiting list is open.

3. Suspension of Applications

When it becomes evident that the number of eligible Applicants on the Housing Choice Voucher Waiting List has increased to the extent that there is no reasonable prospect of housing additional Applicants within 36 months, the President and CEO may suspend the taking of further applications. Such suspension will be announced publicly. DHA may also close the Waiting List for administrative purposes. During such periods, DHA may continue to accept applications from Applicants qualifying for targeted funding for specific programs.

I. Selection from the Waiting List: The HCV Program

Applicants that are on the HCV Waiting list prior to January 1, 2009 will be selected on a first come, first served basis according to the date and time the completed applications were received. No Admissions preferences will apply to these Applicants.

Applicants added to the HCV Waiting list after January 1, 2009 will be selected in the following order:

1. So long as available funding permits re-issuance of turnover vouchers, families involuntarily displaced from their current housing due to governmental action or federally designated natural disaster. Families qualifying for this preference shall have a first priority over all other Families applying for housing;
2. So long as available funding permits re-issuance of turnover vouchers, individuals who need and qualify for congregate housing in an assisted living facility shall have second preference for admission, but only to congregate housing assisted living facilities;
3. So long as available funding permits re-issuance of turnover vouchers, families and individuals who have been made homeless by documented domestic violence, shall have second preference over all other families applying for regular vouchers;
4. So long as available funding permits re-issuance of turnover vouchers, individuals graduating from or “aging out” of the foster care program administered by the Texas Department of Protective and Regulatory Services shall have third preference over all other Families applying for housing; and
5. So long as available funding permits re-issuance of turnover vouchers, currently or formerly homeless applicants who are ready to move to project or tenant-based voucher housing providing permanent supportive housing to the homeless shall have fourth preference over all other Families applying for housing; and
6. Applicants that do not meet any Admissions Preferences will be considered non-preference applicants.
7. Within each group, applicants will be processed in lottery number order.

Applicants applying for or qualifying for a specific category of special use vouchers (e.g. Veterans Administration Supportive Housing [VASH] or Family Unification Program



[FUP], or Mainstream) may be selected ahead of higher placed Applicants on the HCV Waiting List that do not qualify for the targeting funding.

The final determination of eligibility is made when the Applicants are selected from the HCV Waiting List, and the Applicants income and Family composition is verified.

1. Documentation to Determine Eligibility: All adult members of Applicant families are required to sign HUD's Form 9886, Authorization to Release Information Privacy Act Notice and disclose the social security number and card for each Family member 6 years of age and older. If a social security number has never been issued for a Family member, the member must obtain a social security number. The parent or guardian of a child or disabled adult must sign a certification statement for each person.

If a Family member does not have the original Social Security card issued by the Social Security Administration, DHA will accept photo identification and verification of the number from the Social Security Office.

2. Documentation of Familial Relationship: Families, as defined in Section of this Plan, must be able to document their relationship as follows:
 - a. Birth Certificates;
 - b. Certificates of birth issued by a physician, midwife or hospital;
 - c. Verification of adoption
 - d. Guardianship or custody documents issued by a magistrate or judge;
 - e. Award Letters showing benefits paid on behalf of a minor or disabled adult;
 - f. Documents from school systems or doctors demonstrating kinship care;
 - g. Prior year's tax returns showing sharing of expenses;
 - h. Proof of living arrangements and sharing of expenses.

I. Admissions Preferences

Admissions Preferences will not apply to families that applied prior to January 1, 2009 or special admissions applications.

J. Income Targeting

In accordance with Income Targeting requirements established by HUD, seventy-five percent (75%) of the new admissions to the Section 8 Program each year from the waiting list will have incomes at or below thirty percent (30%) of the area median income (extremely low income applicants).

These applicants will be selected before other eligible applicants on an as needed basis to ensure the income targeting requirement is met.

It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families.

Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures or owner opt outs, etc.



K. Special Programs for the Homeless

DHA will set aside no fewer than 25% of its turnover vouchers until a total of 700 is reached for competitive award of tenant-based or project-based vouchers for permanent supportive housing for the homeless.

L. Determination of Ineligibility and Informal Review

1. Review for Determination of Ineligibility: DHA shall notify all Applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, Applicants will be allowed to review a copy of relevant documentation regarding the determination.
 - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Vice President of Voucher Programs and/or his/her designee for an Informal Review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision about the applicant's status has been made.
 - b. The request for an Informal Review must be made in writing within ten(10) calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Review within ten (10) calendar days will be ineligible for a review and the denial shall stand. The Informal Review shall be scheduled within thirty (30) calendar days of the Applicant's request.
 - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the Applicant for consideration.
 - d. The outcome of the Informal Review shall be recorded in the Applicant's file. If it is determined that the Applicant is eligible, the Family's name will be placed on the Section 8 Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President of Voucher Programs will notify the Applicant of the outcome, in writing, within fourteen (14) calendar days after the Applicant's review.
2. Reviews for Applicants after the Issuance of a Voucher: The Vice President of Voucher Programs or his/her designee will review matters presented by Applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
3. Matters Not Subject to Informal Review by Applicants: DHA shall not grant file reviews for matters to:
 - a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
 - b. DHA's determination of Family's unit size under DHA subsidy standards;
 - c. DHA's determination not to approve leasing a unit under the Section 8 Program, or approve a proposed lease;
 - d. DHA's determinations that unit selected does not comply with HQS;
 - e. DHA's determination that a unit selected is not in accordance with HQS because of the size of the Family;



- f. DHA's refusal to extend Families' voucher past the maximum time allowed under DHA policy;
- g. DHA's determination of rent reasonableness;
- h. DHA's schedule of utility allowances; and
- i. DHA's decision not to approve a unit or tenancy.

DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.

M. Briefing and Issuance of Vouchers

DHA briefs all Families entering the Section 8 Housing Choice Voucher Program for the first time, relocating Families, and Families porting into Dallas (Section 8 participants that transfer from another housing authority).

1. Conducting a Briefing: Briefing attendance is mandatory. Applicants/and participants will receive written notification of the date, time and location of the scheduled briefing. Applicant must call 24 hours prior to the schedule briefing to reschedule. A maximum of two (2) appointments shall be granted per applicant/tenant. Any Applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an Informal review. Briefings may be conducted in group sessions or individually.

DHA may conduct individual briefings as a reasonable accommodation if needed by persons with disabilities.

Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.

2. Briefing Information: In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Families to seek housing in non-poverty areas by providing:
 - a. information or access to the addresses of units available to Section 8 Families, as well as the Landlords' name, and telephone numbers;
 - b. information on individual units available for lease;
 - c. individual counseling and information about public transportation to view units;
 - d. information on neighborhood amenities, including information on crime, schools, day care, health care and public transportation; and
 - e. counseling to Families on program matters, and in instances of alleged program discrimination.

N. Promoting Housing Opportunities

DHA seeks to increase the participation of Landlords with units located outside of areas with a high concentration of low-income Families. To accomplish this goal, DHA conducts outreach to Landlords with properties in low-poverty areas and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network and the Cole Indices are used as resources to increase the interest of private Landlords within DHA jurisdiction.



As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Program. DHA provides Landlords with information regarding HUD regulations, Section 8 Program guidelines, fair housing, Housing Quality Standards, and other Landlord related issues. In addition, DHA conducts Landlord workshops, corporate briefings, property visits, and initiates telephone contact with Landlords owning housing units in low-poverty areas.

A low poverty census tract is defined as a census track where the poverty rate is at or below 17.8%, or at or below the overall poverty rate for the principal operating area of DHA, whichever is greater. DHA uses the most recent decennial Census data to determine the poverty rate and provides a listing of the eligible census track areas to landlords and to clients in the briefing packets and in vacancy listings. This is the same targeting required by the Federal Court in the Walker settlement agreement.

The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures

O. The Term of Vouchers

Section 8 vouchers expire 90 days from the date of issuance. DHA will not extend the voucher term except as a reasonable accommodation to persons with disabilities.

Class Members participating in the Walker Settlement Program and actively searching for housing in Predominantly White Areas will be given one hundred twenty (120) days to find suitable housing.

Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given one hundred twenty (120) days to find suitable housing.

Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the Section 8 Voucher. The Family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e., toll) the term of the Family's voucher. Should the Family be required to resume their search for housing (e.g., because the unit selected fails inspection), the Family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.

The voucher shall be withdrawn if the Family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the Family from completing a new application for the HCV Waiting List, provided DHA has not suspended taking applications for the Section 8 program.

Section VI. Payment and Subsidy Standards

DHA shall determine the Family's unit size and Family contribution of housing cost in accordance with HUD regulations, as revised, using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. DHA will establish program Payment Standards by balancing the competing needs of setting Payment Standards as low as possible to assist as the highest number of Families within available funding, while still setting the Standards high enough to



ensure that Families can find and lease housing in non-impacted neighborhoods. The range of possible Payment Standards is between 110 percent and 90 percent of HUD's Fair Market Rent standard. HUD has established a payment standard equal to 125% of the FMR for Class Members participating in the Walker Settlement Program residing in Tarrant County utilizing the vouchers in predominantly white areas.

2. DHA will monitor the effect of the Payment Standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in non-impacted neighborhoods, staff will recommend an increase in the Payment Standard to the Board of Commissioners.
3. The Payment Standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective January 1 of the following year for all regular Housing Choice Voucher Families.
4. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
 - a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
 - b. DHA shall avoid concentration of Section 8 Families in high poverty areas.
 - c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. DHA shall ensure that the majority of Families are not paying more than 40% of their income for their housing cost.

DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing Subsidy Standards. Maximum Subsidy Standards for an eligible Family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as a member of the assisted household unless they are the spouse of the family head (and were married after the application was received) or were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to DHA.
3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will not approve the addition of adults to a client family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.



4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the Head of Household with written notification of the determination within fourteen (14) calendar days of the Family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. DHA's decision about whether or not to permit the addition of a Live-in Aide to a voucher household shall be based upon verification that:
 - a. The person to be assisted by the live-in aide qualifies as an Individual with a disability as defined at **24 CFR part 8.3**; and
 - b. A qualified medical practitioner verifies that the live-in aide is needed because of the disability; and
 - c. That the individual proposed as the Live-in Aide possesses the skills and ability needed to provide the services needed by the person with a disability.
 - d. Dallas Housing Authority shall notify the Family of the decision to approve or deny the Live-in Aide in writing within fourteen (14) business days from the date all required documentation is provided
2. The Family and Live-in Aide will be required to submit a certification that the Live-in Aide is (1) not obligated to 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.
3. Under this guideline, a spouse or boyfriend/girlfriend cannot be a live-in aide (since they would be living in the unit anyway).
4. A live-in aide cannot have a job outside the unit or another place to live since he/she is verified to be necessary to provide care on a live-in basis.
5. Live-in Aides are required to attend the annual recertification appointments with the Head of Household and DHA must determine annually the eligibility of the household for a Live in Aide.
6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not a family member, his/her income is not counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a "remaining member of a tenant/client family".
7. The Live-In Aide must meet DHA's screening criteria. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with the HCV or Public Housing programs.

D. Family Subsidy Standard during participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher although such additions to the family must be reported within 10 business days of occurrence;
2. DHA will not permit the addition of adult family members to the family unless such addition will not increase the voucher size for which the family qualifies;



3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room) DHA will notify the Head of Household of the need to move and issue the Family another Housing Choice Voucher at the termination of the family's lease.
4. The standards applicable to adding a Live-in Aide to the household (who is, by definition a household member but not a family member) during the family's participation are the same as those listed under "Family Subsidy Standards at Admission"

E. Occupancy Standards

In an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher. DHA shall issue a voucher for the smallest sized unit possible using the following standards:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom. Children will not be assigned a separate bedroom until they are 5 years of age. Children 4 and under may be assigned a bedroom with someone of the opposite sex.
3. Persons of opposite sex will not be assigned a single bedroom, unless they are living together as spouses or children under 4 years of age. A single parent and child may occupy the same bedroom until the child reaches 5 years of age.
4. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. Since a live-in aide is one person, no additional bedrooms will be considered for the Live-In Aide's Family. A live-in aide must not have another residence, but rather must live in the unit.
5. A bedroom will not be allocated to house furniture and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a wheelchair.

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the affordability may not exceed 40% of adjusted monthly income. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family.

G. Remaining Family Member

1. Under certain circumstances the original Family composition may be altered when the Head of Household leaves the unit. A Remaining Family Member, as defined by HUD, is an adult Family member already in the household at the time the Head of Household permanently leaves the household.



2. If the Head of Household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult Family member capable of assuming the Head of Household position, the voucher assistance will pass to that Remaining Family Member, who will then become the Head of Household.
3. When the Head of Household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher
4. If there are more than one qualified remaining Family members, 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.
5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.
6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.

H. Temporary Absence of Head of Household

1. If the Head of Household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the Section 8 HAP will be provided for a maximum of 90 days. The absent Head of Household's income will continue to be counted and the Family will be responsible for their portion of rent to the Landlord for the 90 day period. If the Head of Household is unable to return to the Section 8 Housing Program assisted unit after the 90-day period, DHA will no longer consider the absent Family member the Head of Household and the Family may utilize the provisions of section G.
2. An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household and is available to move into the unit and assume the role as Head of Household, DHA may consider the addition of this adult as the Head of Household. The adult assuming the role as Head of Household must assume legal custody or kinship care of the minor children. The newly designated Head of Household must meet DHA's eligibility standards and their income will be used to determine the Family's share of housing assistance. For the benefit of the minor children, the newly designated Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the unit and grants written authorization. In such cases, the initial Head of Household's claim to Section 8 assistance is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.



I. Separation or Divorce

In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which Family members continue to receive Section 8 assistance. In cases where no settlement or judicial decree exists, DHA will:

1. grant the voucher to the Family member who retains custody of the minor children or who cares for Disabled Family members;
2. grant the voucher to the Family members forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household;
3. grant the voucher to the Family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
4. DHA will not grant both parents of minor children a voucher.

J. Determination of Family Share of Housing Cost

The Family's contribution to the housing cost will be based upon the verified Annual and Adjusted Income as defined in HUD regulations.

The amount of the Total Tenant Payment will be calculated based on the highest of:

1. ten percent (10%) of the monthly unadjusted Family Income;
2. thirty percent (30%) of the Family's monthly adjusted income;
3. DHA minimum rent of \$50.00, effective January 1, 2005.
4. The actual amount of the family's contribution will be the Total Tenant Payment unless the family chooses a unit with a gross rent higher than the payment standard. In this instance the family's contribution to housing cost will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the payment standard.

K. Exemption from Minimum Rent Requirement

Families paying the minimum rent required by DHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their Family. DHA will consider the following hardships:

1. The Family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program;
2. The income of the Family has decreased because of changed circumstances including loss of employment; or
3. A death in the Family (as defined in DHA Policy 500-6) has occurred.

The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.



L. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deduction as identified in **24 CFR 5.611** and **24 CFR 5.617**.

1. Mandatory Deductions include:

- a. \$480 for each dependent;
- b. \$400 for elderly or disabled Families;
- c. un-reimbursed anticipated annual medical expenses of Elderly or Disabled Families that exceed three percent (3%) of annual adjusted income;
- d. un-reimbursed disability assistance expenses for care or apparatus for disabled Family members that exceed three percent (3%) of annual adjusted income and permit an adult family member to work; and
- e. reasonable child care expenses to allow an adult Family member to work, actively seek work, or attend school.

N. Verification of Income, Assets and Deductions

DHA shall follow HUD's regulations and guidance on the verification of income, assets and asset income and deductions from income. See **Procedure on Verification of Information**.

O. Non-Cash Contributions To Families

In determining Annual Income, regular non-cash contributions from persons outside the Family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; DHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third party verification.

P. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

Q. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction, and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than \$1 per unit month.

R. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the Family's total tenant payment, DHA shall issue the Family



a payment each month for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement.

VII. Request for Tenancy Approval, Inspection and Leasing

A. Term of the Voucher and Extensions

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The housing unit's rent must fall within the rent reasonableness limitations set by the Housing Choice Voucher Program; must meet Housing Quality Standards requirements; and the family share for rent and utilities may not exceed 40 percent of their adjusted monthly income.

The initial voucher term will be 90 calendar days (120 days for Walker Settlement Vouchers and VASH vouchers). The family must submit a Request for Tenancy Approval and proposed lease within the 90-day period unless the Authority grants an extension. The Authority will grant extensions of search time in extenuating circumstances, as described below.

The Authority will approve extensions **only** if necessary as a reasonable accommodation for a person with disabilities by the Vice President of Voucher Programs, or his/her designee.

It is the Authority's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by the Authority, while the Authority processes the request, until the date the Authority makes a final determination with respect to that Request for Tenancy Approval.

B. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the ***Procedures on Portability***. Eligible families are permitted to port to another jurisdiction that runs an HCV program, subject to the following policy:

Outgoing Vouchers:

1. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.
2. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe the Authority money and are moving to a location where their housing assistance payment is affordable under DHA's budget authority if the receiving PHA cannot absorb their voucher.
3. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.
4. Participant families must meet the income eligibility requirements in the area the family plans to move. Families must notify the Authority in writing when they want to



move out of the Authority's jurisdiction using the portability feature.

Incoming Vouchers:

DHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when the Authority reaches full utilization (or when there are questions about the availability of HUD HAP payments), the Authority will not absorb incoming portable Vouchers but will bill the sending DHA for the family's costs under the program.

C. Relocation of Witnesses and Victims of Crime

DHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The Authority will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

D. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the Vice President of Vouchers Programs, or his/her designee.

E. Request for Tenancy Approval

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 the DHA to approve the assisted tenancy in the selected unit.

F. Owner information in the RFTA package

1. All new Landlords must provide the following documentation:
 - a. tax identification letter issued by the IRS or social security card
 - c. direct deposit agreement with voided check
 - d. current government issued photo ID
 - e. IRS W-9 form with original signature
 - f. Copy of warranty deed, or other approved deed
 - g. Proof of payment of real estate taxes
 - h. Copy of management agreement (for property management companies).
 - i. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
 - j. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A
2. The RFTA 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 the DHA to determine whether to approve the assisted tenancy in this unit.
3. 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.

4. Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.
5. For units constructed prior to 1978, owners must either
 - a. certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
 - b. attach a lead-based paint disclosure statement.
6. Both the RFTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. **HCV Guidebook p.8-15**
7. The duration of the lease may be no more or no less than one year.
8. When the family submits the RFTA the DHA will review the RFTA for completeness.
 - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the DHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
 - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The DHA will not accept missing information over the phone but will accept some missing information over the fax or email.
9. When the family submits the RFTA and proposed lease, the DHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
 - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the DHA will notify the family and the owner of the discrepancies.
 - b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The DHA will not accept corrections by phone but will accept some corrections over the fax or email.
10. Because of the time sensitive nature of the tenancy approval process, the DHA will attempt to communicate with the owner and family by phone, fax, or email. The DHA will use mail when the parties can't be reached by phone, fax, or email.

G. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is voided.

H. Screening and Security Deposit Requirements

DHA encourages Landlords to screen all potential residents. Landlords need not accept Families that have a poor rental history, a history of damaging units or vacating units without giving proper notice. DHA shall not provide reimbursement to Landlords in



cases when there are damages caused by the Section 8 Family or their guests; when the Section 8 Family vacates the unit without giving proper notice, or does not pay the Family's portion of rent owed under the lease.

Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. The Authority prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

DHA will provide the Landlord with the Families' current address, as shown in DHA's records, and the name and address, if known, of the Families' current and previous Landlord.

I. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the **Procedure on HAP Execution**.

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. If the owner uses the Texas Apartment Association Lease or his/her own lease, the Authority will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, the Authority will explain the problems to the owner and suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. The Authority does provide a sample lease agreement that owners may opt to use.

J. Non-housing Agreements

1. Owners and tenants may execute agreements for services (i.e. parking, furniture, late charges, pets, pet deposits, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by the Authority. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to the Authority.
2. Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.
3. The Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for



eviction.

4. The following types of separate agreements are not acceptable: agreements for altered security deposit, altered rent amounts, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

K. Housing Quality Standards and Inspections

1. Prior to execution of the HAP contract, the Authority is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards, (HQS).
2. HUD's performance and acceptability standards for HCV-assisted housing are provided in **24 CFR 982.401**. DHA's administration of the Housing Quality Standards is covered in the **Procedure on Housing Quality Inspections**.
3. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.
4. The family must allow the Authority and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
5. Modifications to Provide Accessibility
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. The interest in any such account accrues to the benefit of the tenant and 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**

6. Family Responsibilities **24 CFR 982.404**

The family is responsible for breach of the HQS that is caused by the following:



- a. Utilities that are required to be paid by the tenant are not in service;
 - b. Appliances that are required to be provided by the tenant are absent or not working.
 - c. 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.
7. Owner Responsibilities
- a. The owner is responsible for all HQS violations not listed as a family responsibility above. However, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.
 - b. DHA does not enforce the lease agreement between the Family and the owner through the enforcement of HQS; however, a Family's living habits may cause damage to the unit and result in HQS violations that are the Owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to DHA at the time of occurrence.
 - c. DHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the Family that has violated the lease agreement.
 - d. Owners who fail to provide DHA with documentation throughout the Family's occupancy risk the possibility that a Family may be relocated even if serious lease violations have occurred.
 - e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the Family.
8. Special Requirements for children with elevated blood-lead levels **24 CFR 35.1225**
- f. a. Risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-based hazards in accordance with the lead base paint regulations 24 CFR 35.1325 and 35.1330. All deteriorated paint found in the above reference units, must be corrected in order to pass HQS. The requirement for pass inspections are dictated by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report. An executed copy of the Owners certification showing lead base paint clearance is required to pass any LBP violation listed as at or above De Minimus. If the owner does not



complete the “hazard reduction” as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.

- g. d. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age, living a HCV assisted built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
9. e. At least quarterly, DHA shall attempt to collect from public health department(s) within DHAs area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the owner and conduct a risk assessment inspection. Violation of HQS Space Standards **24 CFR 982.403**

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

L. Additional Inspection Requirements

1. DHA uses the acceptability criteria in HUD program regulations **24 CFR 982.401**, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist, and the HUD Housing Inspection Manual.
2. Where these documents instruct that guidance should be sought from local codes/practice, DHA has issued instructive guidance in the form of Inspection Policy and Procedure maintained in the Authority’s Inspections Office.

M. The Inspection Process

Before approving a lease, DHA shall ensure the dwelling unit is inspected for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.

DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the Landlord and Family. A report for every inspection shall be prepared and maintained in the Family’s file in the Section 8 division. Each report shall specify the defects or deficiencies, if any, which must be corrected by the Landlord before the HAP contract will be executed.

1. Initial Inspection

If at the time of the initial inspection DHA determines that violations exist, DHA shall notify the Landlord in writing, and require the defects be corrected. A copy of this notification shall be retained in the Family’s file. If DHA determines, as a result of the re-inspection that the Landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract.



If the Landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The Family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.

2. Annual Inspection

Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the Landlord.

3. Emergency Fail Items (Abatement will follow)

Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an **immediate threat to the health and safety** of the Family must be corrected within twenty-four (24) hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks(window, doors, or any point of entry),
- b. Broken window or door frames,
- c. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling,
- d. Natural gas or fuel oil leaks
- e. Any electrical problem or condition that could result in shock or fire,
- f. Condition that present the imminent possibility of injury,
- g. Obstacles that prevent safe entrance to or exit from the unit,
- h. Absence of a functioning toilet in the unit,
- i. Inoperable smoke detector,
- j. Absence of a working heating system outside temperature is below 60 degrees Fahrenheit,
- k. No gas in unit
- l. No running water in unit
- m. No electrical power in unit
- n. Non working Air Conditioning/Doesn't maintain appropriate temperature
- o. (May 1st – Oct 15th)

Hazards that represent a potential threat to the health and safety of the Family must be corrected within seventy-two (72) hours. Examples include:

- a. Heating system does not maintain a temperature of at least 68 degrees Fahrenheit when the outside temperature is below 60 degrees Fahrenheit;
- b. The unit lacks hot water;
- c. Referrals to City of Dallas

If a Family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the Family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and Landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Street Sanitation and Code Enforcement Services



4. Complaint Inspections

DHA shall respond to all Families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.

Once the complaint is received, DHA shall notify the Family and Landlord of the complaint and give the Landlord and/or Family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.

Hazards that pose no threat to the health and safety of Families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family an immediate HQS Inspection will be conducted.

5. Re-inspection Process

6. DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. **A nine day grace period will be granted to the family or landlord to request a final inspection. Failure to have all non-emergency repairs made within 30 days, will result in terminating program assistance if the family is responsible for making the correction and abating HAP payment to the landlord, cancel the HAP contact and relocating the family if the landlord is responsible for making the correction.**

7. DHA Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the Family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

N Abatement of Housing Assistance Payment

DHA shall abate HAP to Landlords for units that fail HQS when the Landlord fails to make acceptable corrections within the required time frame. DHA shall not abate payments to Landlords for violations of HQS that are the Family's responsibility. DHA shall offer housing mobility services to the Family when payments to the owner are abated due to no fault of the family.

DHA will abate housing assistance payments when the unit fails a re-inspection for a violation of HQS that is the responsibility of the Landlord and may take action to ban the landlord from participating in the DHA Section 8 program.

1. Mandatory Relocation of Family

Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the Family. DHA shall cancel the HAP



contract when the Family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.

If DHA initiates action to abate the unit, the Family must move from the unit. If the Family decides not to move, DHA shall terminate the assistance to the Family in accordance with the HAP Contract.

2. HQS Violations

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the Family is not the responsibility of the Landlord. DHA will terminate assistance to the Family if the Family fails to correct a HQS breach caused by the Family member or by a guest.

The following actions constitute a Family breach of the HQS:

- a. Tenant paid utilities that are not in service;
- b. Failure to provide and maintain any appliances that are to be provided by the Family; or
- c. Vermin infestation in the unit caused by the family's housekeeping; or
- d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the families security deposit under state law.

Owner Responsibility

The owner is responsible for all other HQS violations not listed in the Family breach of HQS section listed above, even if the violation is a result of the Family's living habits. If the Family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the Family from the property. (See Family violation section listed above.)

The owner may choose to make repairs that result from a Family's violation of the lease agreement and bill the Family for the repair.

O Rent Reasonableness Determination

DHA's Section 8 Program operates in a market that does not function normally due to its expanded jurisdiction. This expanded jurisdiction makes it difficult to obtain a Fair Market Rent (FMR) reflective of the entire jurisdiction. DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area. DHA shall exercise this authority for all Section 8 tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

- a. Location and age of the unit;
- b. Unit size, including the number of rooms and square footage of rooms;



- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);
- d. The quality of the units including the quality of the original construction, maintenance and improvements made; and
- e. Amenities, services, and utilities included in the rent
- f. Availability of public transportation at or near the unit;
- g. Proximity to quality schools and employment opportunities.

2. 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 or tax incentives; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

3. Rents Charged for Other Units on the Premises

- a. 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.
- b. By accepting payment from DHA 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 DHA information regarding rents charged for other units on the premises.
- c. In accordance with the voucher program regulation at 24 CFR 982.507 which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the



characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.

DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.

Section 982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517 was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.

In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit



additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

P Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the Family's share of the rent will not exceed 40 percent of the Family's adjusted monthly income, DHA will execute a Housing Assistance Payment with the owner.
2. DHA shall execute HAP contracts for new admission Families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.
3. DHA shall execute HAP contracts for moving Families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating Families on the last day of the month. If the Family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the Family will be responsible for the rent due to the landlord in one of the units (DHA will not make HAP payments on two units for the same period of time).
4. DHA shall inform the Family and the landlord of the approved date of move in for the Family and the approved date of HAP contract effective date. The lease between the landlord and the client must have the same initial dates as the HAP contract.

Q. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the Landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the Landlord by the fifth of each month.
2. All HAP made by DHA to the Landlord are deemed received by the Landlord when the check is deposited by DHA into the U.S. Mail, Postage Pre-Paid or, in cases where payments are made pursuant to a Direct Deposit Agreement, when the funds are wired by DHA to the Landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the Family. If the HAP contract has not been executed within 60 days of move in by the Family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. HA will not pay late fees on unpaid late fees.

No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the Landlord or the HAP to be made by DHA.

DHA shall pay a late fee of \$50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made



upon request from Landlord, provided he/she has a policy and practice of collecting late fees from private market Families residing in his/her units

Section VIII. Ongoing Program Operations

A. Rent Increases to Owners

On or after the anniversary of the first year or term of the lease and HAP contract, owners may request a rent adjustment. All adjustment requests submitted to the Authority must be requested in writing in the format prescribed by the Authority. The owner must provide a 60 day advance notice to the family and supply a copy to the Authority. Owner rent adjustments, if determined reasonable by the Authority, are effective the first day of first month commencing on or after the contract anniversary date or 60 days from the first of the month following receipt of the owner request, whichever is later.

In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, the Authority will attempt to negotiate the rent with the owner to an amount acceptable. If the Authority is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

The Authority reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

B. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually. Also, the need for and the eligibility of a live-in aide will be verified annually at recertification.
2. Re-certification dates will change when a family moves.
3. Recertification packets will be mailed to participating Families 90-120 days in advance of the scheduled annual re-certification effective date.
4. The head of household will be notified that she/he is required to attend a recertification interview on a specified date and must complete the included information packet, including providing signatures on any third party verification forms needed.
5. It is the Authority's preference to conduct Annual Recertifications at its offices; however, in-home recertifications will be conducted if required to provide reasonable accommodations to persons with disabilities.
6. When an in-person recertification is to be performed, all adult household members, and live-in aide if applicable, must attend the interview and bring the completed packet and all required documentation.
7. If the family fails to bring all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family will be terminated for violation of family obligations.
8. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.



9. If the family fails to attend two (2) scheduled re-certification appointments without contacting the Authority, the family may be terminated for failure to comply with program requirements.
10. Upon completion of the re-certification, the Authority will notify the owner and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
11. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given 30 day notice of the increase in rent. If re-certification completion was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
12. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
13. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in **24 CFR 5.612** by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
14. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
15. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

C. Interim Changes in Income and Family Composition

Reporting Requirements

The family is required to **report** the following in writing to the Authority within 10 calendar days of the change:

1. The family experiences **any** increase in income, DHA will process increases that exceed \$200 per month or the current TTP is the minimum rent of \$50.
2. a family member is added by birth, adoption or court-awarded custody, with or without increased income.
3. the family wants permission to add a member by any method other than birth, adoption or court-awarded custody.
5. The family loses a member;
6. Other changes and increases, including cost of living adjustments to recipients of Social Security, TANF, and Veterans Assistance, and new or increased amounts of unearned income need not be reported until the next annual re-certification.

Interim Rent Decreases

The tenant may report any of the following changes, which would result in DHA conducting an interim adjustment to decrease the tenant's rent:

1. Decrease in earned or unearned income;



2. Increase in allowances or deductions.
3. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self sufficiency requirements, DHA is not permitted to reduce tenant rent.
4. When a family's TANF grant is reduced DHA will verify the reason for the reduction through the Texas Department of Social Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self sufficiency requirements.
1. **Required Interim Redeterminations** For families claiming zero income, re-certification will be scheduled every 120 days.
2. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

Interim Rent Increases

Interim increases in Tenant Rent will be made only when:

1. The tenant has misrepresented any facts related to income or deductions from income; or
2. The tenant has claimed zero income and has been verified to have cash or non-cash income; or
3. A family member with income joins the family (with DHA's approval); or
4. The tenant has experienced an increase in income of at least \$300 per month; or
5. The tenant has experienced an increase in income after having received an interim decrease in rent.

Timing of Interim Rent Adjustments

1. Interim rent increases will be effective 30 days after the first of the month.
2. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.
3. If a family's rent is increased due to unreported income or overstated deductions, the increase will be effective retroactive to the date when rent should have increased.
4. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the re-certification.
5. No retroactive rent decreases will be granted.
6. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
7. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
8. If the family is responsible for delays in completing an interim re-certification, the Authority may terminate assistance.
9. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.



10. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

Interim Changes in Family Composition

1. DHA is required to approve the addition to the family of children by birth, adoption, or court-awarded custody, and
2. DHA **may** permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible:
 - a. Marriage
 - b. Temporary custody foster children
 - c. Other family member additions (e.g. kinship care)
3. Before persons age 18 or older will be added to the family, they will be subject to the same criminal history screening used for all applicants.
4. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by the Authority in writing and approved by the owner in writing through an amendment to the lease agreement.
5. If there is a change in family voucher size resulting from a change in family size or composition, the new family voucher size will be used to compute the payment standard, although the family will not be authorized to move to a new, larger unit until the lease on their current housing expires.
6. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for the Authority to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to termination of assistance.
7. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
8. Assisted families, whose head, spouse or other family member has become disabled since move-in, will receive an appropriate reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
9. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
10. All requests to remove a household member (e.g. because the member has been involved in criminal activity that threatens the entire family with program termination) must be accompanied by substantial supporting documentation that the member to removed has another address. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location.



11. The Authority will increase or decrease a family's voucher to the appropriate bedroom size at the time of annual re-certification, a move, or a rent increase.
12. Failure of the family to report an over-housed situation may result in a Dallas Housing Authority requirement for repayment of excess HAP payments and/or termination from the program.

D. Earned Income Disallowances (Adults with disabilities ONLY)

1. If a resident with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below and in the DHA **Procedure on Earned Income Disallowances**. To qualify, a Resident must qualify as a person with a disability **and**:
 - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies, for example) was received it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
4. The disallowance periods described in number 3 and 4 above only occur while the resident is employed. If the resident stops working, the disallowance stops and resumes again when the resident goes back to work.
5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 48 months from the date when the resident first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
7. No one receives more than one EID in a lifetime.

E. Family Absences from the Unit

The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to the Authority. Absences longer than 14 consecutive days require advance approval by the owner and the Authority. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family



absence, assistance payments are terminated and the family is responsible for the full contract rent.

Assistance for the entire household will be terminated if the head of household or spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

F. Remaining Family Members

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

If the head of household leaves the Housing Choice Voucher program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in a household that includes minor children, the Authority may at its discretion allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities even though that person was not previously listed on the lease.

Families will not be permitted to add adult members to the Family for the purpose of "leaving them the voucher".

G. Family Moves

Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

1. Relocation directed by the Authority
2. Owner-caused failed HQS so long as the tenant is in compliance with program regulations
3. Family need for an accessible unit to accommodate a member's disability;
4. Catastrophic disasters,
5. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;
6. Family size exceeds voucher size by two or more persons;
7. Family is moving to a neighborhood that is not economically impacted.

When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph A.

Unless otherwise approved by the Dallas Housing Authority's Vice President of



Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

Moves within the Authority's jurisdiction:

1. Other than the exceptions noted above, families will be eligible to move within the Authority's jurisdiction with continued assistance **only** if they:
 - a. currently live in the Authority's jurisdiction; and
 - b. hold a valid Housing Voucher; and
 - c. are eligible to move; and
 - d. have not violated any Family obligations; and
 - e. do not owe the Authority any money; and
 - f. their current landlord indicates that they are fully lease compliant; and
 - g. are moving at or after the date of their Annual Recertification of Income and Family Circumstances and at the end of their lease term.
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to the Authority.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
4. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Disability-related need, as documented by a qualified medical practitioner.
 - c. Mobility moves, defined as moved from neighborhoods impacted by income to neighborhoods not impacted by income;
 - d. Reduction in the family's voucher size that results in the family paying excessive rent.
 - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - f. Voluntary moves after the first 12 months of occupancy.
 - g. All other moves.
5. The Authority will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe the Authority money; the family will be offered a new voucher to search for another unit.
6. At any time, the Authority may deny permission to move due to the following if:
 - a. The family does not notify the Authority and the owner before the family moves



out of the unit or termination of the lease.

- b. The family does not allow the Authority and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.
 - d. The family is verified to have committed any serious or repeated violations of the lease.
 - e. The family owes the Authority or another PHA money for any reason.
 - f. The Authority does not have sufficient funding for continued assistance.
 - g. The family is verified to have violated any Family Obligation.
 - h. For any other HUD-allowed reason.
7. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
8. The Authority will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify the Authority whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

H. Overlapping HAP Payments

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy.

I. Owner Termination of a Participant's Lease: Grounds for Lease Termination

- a. The owner may terminate the lease for lease violations at any time.
- b. The owner may terminate the lease for any other reason only after the initial period of the lease.
- c. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.
- d. The owner must follow state and local laws and must provide the Authority with a copy of the eviction and/or lease termination notice immediately.



J. Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
3. Owners must give written notice to the Authority of any legal actions and are required to provide the Authority with copies of all court action papers regarding program participants.
4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies the Authority with copies of all pertinent legal documents the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
 - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
 - b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for the Authority's failure to pay the housing assistance payment.

K. Change in Ownership or Property Management Company

1. The Authority must receive a written request from the owner in order to make changes regarding who is to receive the Authority's HAP payment.
2. The Authority will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

L. Termination of Assistance to Participants

Grounds and policy covering Termination are covered in Section X of this Administrative Plan.

Section IX. Special Programs, Features and Options

A. HUD's Special Programs

DHA operates several Section 8 Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special criteria of each program. DHA may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of Families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Affairs Supportive Housing Program (HUD-VASH)



The HUD-VASH Program, assists homeless veterans and their families based on selection by the local Veterans Affairs (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Family Unification

Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent danger of losing their child(ren) to foster care due to the lack of adequate housing; or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating Families. Following admittance into the Section 8 Program, participants follow all Section 8 rules and regulations

3. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for Disabled Families. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program terminates assistance or is unsuccessful in their search for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of Disabled Families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living center, advocacy organizations for Persons with Disabilities, and social service providers for referrals of persons receiving medical, mental and health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 rules and regulations.

4. Preservation Program

Preservation vouchers are available under this program for eligible Families residing in an eligible preservation project as defined by **24 CFR Section 248.157 (c)** on the date of the Landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Program if, as the result of a rent increase no later than one year after the date of the Landlord's prepayment or voluntary termination, the Family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

- a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 or Section 23 project-based contract;
- b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.



- c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the Landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.
 - d. HUD Property Disposition: HUD becomes the Landlord of the property through foreclosure and is either selling or closing the property.
5. Tenant-Based Vouchers for Disabled Individuals with Medicaid Waivers

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in assisted living facilities rather than being moved to nursing homes or other medical facilities.
 6. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by Disabled Families. When a voucher under this housing opportunity becomes available for reissue (e.g., the Family initially selected for the program drops out or is unsuccessful in their search for housing) the voucher may be used only for the next eligible Disabled Family on the Section 8 Waiting List. If there is an insufficient pool of Disabled Families on the Section 8 Waiting List, DHA shall conduct outreach to encourage eligible Disabled Families to apply. Outreach may include contacting independent living centers, advocacy organization for Persons with Disabilities, and medical, mental health and social service providers for referrals of Persons with Disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Section 8 program, all other program requirements will apply.
 7. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.
 7. Disaster

B. DHA's Special Programs

1. Project-Based Program

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to Families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

 - a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit Landlords and social service providers to provide housing opportunities for Families with special needs.



- b. Project-Based Vouchers for the Elderly at Roseland Gardens: Participants in the Project-Based Housing for the Elderly includes Families originally displaced from the Roseland Homes development and other one and two person Families with all members 55 years of age or older
- c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Section 8 units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each resident household of these 119 Section 8 Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the resident household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each resident household written notice of this right at the time of signing the initial lease.

Permanent Supportive Housing for Homeless and/or Formerly Incarcerated
Replacement of ACC

2. Walker Settlement Vouchers

DHA shall administer up to 3,205 Section 8 vouchers pursuant to the Settlement and Stipulation Order filed on March 8, 2001. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 28, 2001 as amended.

C. Shared Housing

DHA permits the use of individual lease shared housing. Regulations governing shared housing are defined in **24 CFR 982.615**, as amended.

Shared housing allows an assisted Family to share a unit with another assisted Family or unassisted individual(s). DHA uses the shared housing feature to meet the need of the elderly, individual adults aging out of foster care, and Persons with Disabilities. This program is covered in Addendum Number 8 of this Administrative Plan.

D. Section 8 Homeownership Program

DHA shall provide Homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible Families in attaining Homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

Section X. Termination of Assistance

A. Terminations of Families Based on Program Regulations

DHA may terminate the assistance of Families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify DHA that they wish to voluntarily terminate their assistance.
2. No Housing Assistance Payment has been paid on the family's behalf for six months.



3. Any family member does not certify to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
4. Any member of the Family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by the Authority.
6. Families move out of their dwelling unit without giving proper written notice to DHA and their Landlord.
7. DHA determines the Landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the Landlord's lease by the Family, and it is verified that the Family has failed to satisfy any such liability.
8. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as stipulated in this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the Family has engaged in drug related criminal activity, or violent criminal activity as outlined in Section IV B.

Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, or stalking.
12. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
13. Any member of the Family has been convicted of manufacturing methamphetamine on the premises of Federally assisted housing.
14. Any family member engages in illegal use of a controlled substance.
15. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
16. Any household member illegally possesses weapons.
17. Any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
18. Any Family member or guest of the Family threatens DHA personnel. The family engages in or threatens abusive or violent behavior toward Authority personnel.
19. All members of the Family are absent from the unit for more than 14 consecutive days without PHA and LL approval days.
20. A family is evicted for serious or repeated lease violation(s).
21. Any family member who enters into a side payment agreement without DHA's authorization.



22. Any family member or guest causes damage to the unit as verified by a DHA inspection.
23. Any member of the Family has violated any Family Obligation under the Section 8 Program as outlined in **24 CFR 982.551**, as amended.
24. Any other HUD-allowed reason.
25. Supportive Services

The Authority may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

B. Participant Termination Notification

In any case where the Authority decides to terminate assistance to the family, the Authority will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

C. The Violence Against Women Act

1. The Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA) protects Families who are victims of domestic violence, dating violence or stalking. In accordance with PIH Notice 2006-42, DHA will not terminate assistance if it is determined that criminal activity of the part of any Family member is directly related to domestic violence, dating violence, or stalking of a member of the Family's household or any guest or other person under the Family's control.

VAWA defines domestic violence, dating violence, stalking and immediate family member as the following:

2. Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
3. Dating Violence: Violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1) the length of the relationship;
 - 2) the type of relationship; and



- 3) the frequency of interaction between the persons
 - 4) involved in the relationship.
4. Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
 5. Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

DHA will notify landlords and section 8 participants of the protections provided by VAWA during termination proceedings, Landlord and client briefings, and available information from DHA staff.

Section 8 participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence or stalking must complete, sign and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.

D. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remain families are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. DHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section XI. Informal Hearings

A. Situations in which DHA will offer informal hearings

An **informal hearing** is offered to a participating Family based on the Authority's decision affecting the Family in the Housing Choice Voucher Program in accordance with the procedures described in the following section on Informal Hearings.

The Authority shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:

1. the amount of the total tenant payment or tenant rent;
2. appropriate utility allowance;
3. family unit size under payment standard;
4. termination of assistance;



B. Situations in which DHA will not offer informal hearings

The Authority is not required to provide an opportunity for an informal hearing to review Authority determinations:

1. that are administrative determinations by the Authority, or to consider general policy issues or class grievances.
2. that a unit does not comply with the Authority's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
3. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
4. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in the Authority's Housing Choice Voucher Program.

C. Notice to Participant

1. The Authority shall give the participant prompt written notice of the decision made regarding the above stated issues.
2. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
3. If the request for an Informal Hearing is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.
4. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
5. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
6. The informal hearing shall occur prior to the date of termination of housing assistance payments.
7. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

D. The Hearing Officer

1. The Authority will designate a hearing officer(s) to conduct the informal hearing.
2. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

E. Rights of the Participant



1. The participant must appear in person at the hearing, and may be represented by an attorney at his/her own expense.
2. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by the Authority.
3. The participant shall have the right to present both oral and written evidence.
4. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
5. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment or speaks Spanish or Vietnamese, DHA will provide an interpreter at DHA's expense.
6. The participant shall have the right to have the hearing recorded by audiotape at the client's expense.
7. The participant shall have the right to seek redress directly through judicial procedures of the court.

F. Rights of Dallas Housing Authority

1. The Authority may be represented by an attorney at the informal hearing.
2. The Authority may introduce evidence, both oral and written.
3. The Authority shall have the right to question any witness examined in the informal hearing and to make final submissions.
4. The Authority shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
5. The Authority must be allowed to copy any such document at the Authority's expense.
6. If the family does not make the document available for examination on request of the Authority, the family may not rely on the document at the hearing.

G. Conduct of the Informal Hearing

1. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
2. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
3. Participants may not re-schedule a hearing more than once.

H. The Decision

1. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
2. The decision shall be in writing and based on the facts established, HUD regulations, Authority policies and rules, and the applicable law.
3. The decision shall clearly state the reasons on which the decision is arrived.



4. A copy of the decision shall be furnished promptly to the participant, but in no case shall the decision take more than 14 calendar days from the date of the hearing.

I. Situations in which Informal Hearing Decisions are not binding on the DHA

The Authority is not bound by a hearing decision on the following matters:

1. A matter for which the Authority is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
2. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law.

If the Authority determines that it is not bound by a hearing decision, the Authority shall promptly notify the participant of the determination, and the reasons for the determination.

Section XII. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

DHA will reduce rents to owners if justified under rent reasonableness and necessary because of insufficient funding from HUD.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for Families in the program. **24 CFR § 982.454.**

A. Determination to reduce rent to owners

DHA will determine the amount of underfunding and calculate the amount of rent reduction needed to keep all families under lease funded through the end of the funding cycle.

DHA will examine the rents of landlords geographically, identifying situations in which HAP amounts exceed reasonable rents for the area.

The amount of rent reduction will not exceed that necessary to ensure funding for all leased families.

B. Determination to Terminate HAP Contract(s)

HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;

No action will be taken against to cancel the HAP contracts of Elderly or Disabled Families.

DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

1. an analysis of the amount of rent paid by each Family; and



2. an analysis of the length of time each Family has been participating (in succession) on the program with a correlation of the income of each Family and the amount of rent paid.

DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

C. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XIII A.

D. Resumption of Assistance for Impacted Families

1. DHA will document the names of every Family terminated from the Section 8 program due to insufficient funding and maintain these names on a Waiting List. When funding is available, DHA will offer vouchers to these Families before Applicants on the Section 8 Housing Choice Voucher Waiting List.
2. DHA will initially resume housing assistance for Families with cancelled HAP contracts followed by Families with vouchers withdrawn before contracts were initiated.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

Section XIII. Determining Income and Rent

A. Annual Income 24 CFR § 5.609

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-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 below, or is specifically excluded from income by other federal statute. 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 operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered



income when used to reimburse the family for cash or assets invested in the business;

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 the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If 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;
5. 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 [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income 24 CFR § 5.609

Annual Income does not include the following:

1. Income from the 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 individuals with disabilities, unrelated to the resident 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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

(See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.)

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, provided the person meets the definition of a live-in aide



(See Section 12 of these policies);

6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:



- a. State-funded assistance, benefits or services means 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 DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
 15. Deferred payments of VA disability benefits that are received in a lump sum payment;
 16. 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;
 17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 18. 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 United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC 1552 (b)**
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94-540, 90 State 2503-04**
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**
- 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 USC 1087 uu
- Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
- Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
- 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 USC 9858q
- n. Earned income tax credit refund payments received on or after January 1, 1991



26 USC 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;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- 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;
- 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; and
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- t. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act
- u. Exclusion of Income earned under temporary employment with the Census Bureau;
- v. Kinship Guardian assistance payments and other guardianship care payments;

C. Anticipating Annual Income 24 CFR § 5.609(d)

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income 24 CFR § 5.611

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

For All Families

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses/Disability Assistance Allowance** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

E. Computing Rent 24 CFR § 5.628

1. **Total Tenant Payment (TTP)**

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.

2. **Total Tenant Payment is the higher of:**

- 30% of adjusted monthly income;

or



- 10% of monthly income;
but never less than the
 - Minimum Rent of \$50.
3. Tenant rent
 - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
 - b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**
 4. Rent to Landlord
 - a. Rent to landlord is the greater of:
 - The Payment Standard less the landlord's Housing Assistance Payment; or.
 - The Gross Rent less the landlord's Housing Assistance Payment
 5. Minimum Rent
The Minimum Rent shall be \$50 per month.
 6. Minimum rent hardship exemption
A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**
 - a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - b. The family would be evicted as result of the imposition of the minimum rent requirements;
 - c. The income of the family has decreased because of changed circumstances, including loss of employment;
 - d. A death in the family has occurred;
 7. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

Section XIV. Definitions of Terms Used in This Administrative Plan

1. Applicant – an individual or a family that has applied for admission to housing.
2. Area of Operation - Jurisdiction of DHA as described in state law and DHA's Articles of Incorporation: the City of Dallas and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.
3. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of



business assets.” See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**

4. 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. **24 CFR § 8.3**
5. Bifurcate – means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact. See **24 CFR Part 5, 5.2003 Subpart L: Protection for Victims of Domestic Violence**
6. Care attendant - a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
7. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
8. Co-head of household – One of two persons held responsible and accountable for the family.
9. Covered Families for Welfare Benefits – 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 participate in an economic self sufficiency program as a condition for such assistance.
10. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. **24 CFR § 5.A**
11. Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:
 - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**
13. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **24 CFR § 5.603**
14. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.



15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
16. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)
17. Domestic Violence - for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
18. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**
19. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**
20. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**
21. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
22. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 50508**
23. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.
24. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
25. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the DHA's HCV housing; OR two or more persons who are not so related, but are regularly



living together, can verify shared income or resources who will live together in the DHA's HCV housing.

The term family also includes: elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **24 CFR §§ 5 and 960**

Live-in Aides (Definition #35) may also be considered part of the applicant family's household. However, live-in aides are not family members (even if related) and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

26. Foster Adult – An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
27. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. **24 CFR 5.603**
28. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.A**
29. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
30. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
31. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
32. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**



Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

Individual with disabilities 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.

For 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.

Definitional elements:

— “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; or

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 DHA 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 DHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

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.

The 504 definition of individual with disabilities 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.

33. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.
34. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**
A family member, can qualify as a live-in aide.
Before admitted a live-in aide to an HCV family, DHA shall verify through a qualified medical practitioner:
 - a. That the person requesting the live-in aide meets the definition in the Section of "individual with a disability; and
 - b. The live-in aide is needed because of the family member's disability; and
 - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.
 - d. At no time will DHA request information related to the nature, extent, diagnosis or treatment of an HCV participant.
35. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**
36. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
37. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
38. Mixed Family - a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504**
39. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**



40. 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 or birth in a foreign country to parents who are US citizens. **24 CFR § 5.504**
41. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
42. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **42 USC 1437a(b)(3)**
43. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603**
- Real property (land, houses, mobile homes)
 - Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
 - Cash value of whole life insurance policies
 - Stocks and bonds (mutual funds, corporate bonds, savings bonds)
 - Other forms of capital investments (business equipment)
- Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
- Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.
- In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms
44. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, 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 resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. **24CFR § 5.A**
45. Person with disabilities² **42 USC 1437a(b)(3)** means a person³ who —
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
 - b. Has a physical or mental impairment that:

² NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

³ A person with disabilities may be a child



Is expected to be of long continued and indefinite duration;

Substantially impedes his/her ability to live independently; and,

Is of such nature that such disability could be improved by more suitable housing conditions; or,

- c. Has a developmental disability as defined in **Section 102 (5) (b)** of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC 6001 (5)**.

This is the definition that is used for eligibility and granting deductions for rent.

46. Refusal of Housing – An applicant’s choice not to accept a DHA offer of housing without good cause.
47. Rejection for Housing – DHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.
48. Remaining Family Member - A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.
49. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the DHA can demonstrate would result in a fundamental alteration in its nature.
 - a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. **24 CFR § 8.3**
50. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
51. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
52. Spouse - Spouse means the husband or wife of the head of the household.
53. Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to



cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

54. Tenant Rent - The amount payable monthly by the Family as rent to DHA. If all utilities (except telephone) and other essential housing services are supplied by the DHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the DHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6**.
55. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent
56. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**.
57. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**
58. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
59. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
60. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
61. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
 - a. Unsubsidized employment;
 - b. Subsidized private sector employment;
 - c. Subsidized public sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job search and job readiness programs;
 - g. Community service programs;
 - h. Vocational educational training (< 12 months)
 - i. Job skills training directly related to employment;



- j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
- k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
- l. The provision of child care services to an individual who is participating in a community service program.

Final, 2011

Dallas Housing Authority

FY 2012 PHA Plan

Amendment #1

Dallas Housing Authority

FY 2012 PHA Plan

Amendment #1

Attachment C

**7.0. HOPE VI, Mixed Finance Modernization or Development,
Demolition and/or Disposition, Conversion of Public Housing,
Homeownership Programs, and Project-based Vouchers**

7.0 HOPE VI, Mixed Finance Modernization or Development

7.1 HOPE VI or Mixed Finance Modernization or Development

7.1.1 Description of any housing for which the PHA will apply for HOPE VI or Mixed Finance Modernization

DHA anticipates submitting a HOPE VI application or mixed finance proposals for Cedar Springs Place. DHA will submit mixed finance proposals for the rental phases of the Turner Courts HOPE VI project in the fall of 2011. The homeownership term sheet for the Turner Courts HOPE VI project will also be submitted in the fall of 2011. In 2011 construction began on Roseland Courts, an 85-unit housing facility primarily for the elderly and disabled. DHA will also submit a development proposal to HUD to construct 20 scattered site units in the Roseland neighborhood on property it currently owns.

7.1.2 Timetable for submission of applications or proposals

Any HOPE VI application will be submitted per the requirements published in the Notice of Funding Availability (NOFA).

7.2 Demolition and/or Disposition

7.2.1 Description of any housing for which the PHA will apply or is currently pending for demolition or disposition

DHA anticipates requesting demolition and/or disposition approval of Little Mexico Village, and Cedar Springs Place. DHA has request demolition approval of Cedar Springs Addition and anticipates submitting disposition approval of the site separately. In 2009 DHA received disposition approval for Pebbles Apartments. Information regarding these sites is provided in the table on the following page.

DHA Anticipated Demolition/Disposition Sites

Housing Development	AMP Number	# of Units	# of Accessible Units	Bedroom Distribution
Cedar Springs Place	TX009000003	182	8	1 br – 72 2 br – 88 3 br – 18 4 br – 0 5 br – 5
Cedar Springs Addition	TX009000003	220	11	1 br – 92 2 br – 73 3 br – 42 4 br – 13
Pebbles Apartments	TX009000015	42	2	1 br – 26 2 br – 8 3 br – 8

7.2.2 Timetable for the demolition or disposition

DHA has disposed of Pebbles Apartments to Metro Dallas Homeless Alliance. DHA anticipates disposition of Cedar Springs Place within the next two years. DHA has submitted a demolition plan to the Special Applications Center (SAC) for Cedar Springs Place Addition and plans to submit a disposition plan within the next two years.

7.3 Conversion of Public Housing

7.3.1 Description of any building or buildings that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert

DHA is not required to convert any of its buildings to tenant-based assistance, nor does DHA anticipate voluntarily converting any buildings.

7.3.2 Analysis of projects or buildings required to be converted

Not applicable.

7.3.3 Statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion

Not applicable.

7.4 Homeownership

DHA has participated in several homeownership programs including two programs at Lakewest where DHA sold public housing property to a private developer and Habitat for Humanity. The first of these homeownership programs, with market rate and affordable housing was complete in 2004. Construction on the second program, also being developed by a private developer and Habitat for Humanity, includes both market-rate and affordable homeownership units.

As part of its HOPE VI program at Frazier Courts, DHA has entered into a master development agreement for the development of 51 affordable

homeownership units. The developer includes Habitat for Humanity, ICDC – a non-profit organization, and Townhaven Homes – a for-profit contract. These homeownership units will be constructed on approximately 6.4 acres of land of the former Frazier Courts site. As of June 2011, 40 homes have been completed and sold.

As part of the HOPE VI program for Turner Courts, DHA will partner with Habitat for Humanity to develop sixteen (16) homeownership units in the South Dallas neighborhood that includes the Turner site.

7.5 Project-Based Vouchers

DHA reserves the right to allocate up to 20 percent of its Section 8 Housing Choice Vouchers for the potential use under the Section 8 Project-Based Voucher Assistance Program. The proposed units may be located throughout DHA's jurisdiction. This potential reallocation of the Section 8 Project-Based Assistance is consistent with DHA's Agency Plan and goal of providing quality affordable housing to low-income families and will increase housing choices for these families. DHA anticipates using 182 Section 8 Project-Based Vouchers in connection with its recently funded HOPE VI program for Turner Courts.

**Dallas Housing Authority
FY 2012 PHA Plan**

Amendment #1

**Attachment M
Form HUD-50075.1, Capital Fund Program Annual Statement/
Performance and Evaluation Report**

Part I: Summary		FFY of Grant:	2010
PHA Name:		FFY of Grant Approval:	7/15/2010
Housing Authority of the City of Dallas, Texas			
Grant Type and Number			
Capital Fund Program Grant No: TX21P00950110			
Replacement Housing Factor Grant No:			
Date of CFFP:			
Type of Grant	Original	Revised 2	Total Actual Cost 1
Line	Summary by Development Account	Revised 2	Expended
1	Total non-CFP Funds	\$0.00	
2	1406 Operations (may not exceed 20% of line 21)3	\$1,207,400.00	\$1,207,400.00
3	1408 Management Improvements	\$110,000.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$629,000.00	\$629,000.00
5	1411 Audit	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00
7	1430 Fees and Costs	\$385,626.18	\$372,734.50
8	1440 Site Acquisition	\$0.00	\$0.00
9	1450 Site Improvement	\$2,271,619.01	\$1,588,297.01
10	1460 Dwelling Structures	\$1,595,213.63	\$1,214,970.72
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$43,246.18	\$43,246.18
13	1475 Non-dwelling Equipment	\$48,638.00	\$48,638.00
14	1485 Demolition	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00
16	1495.0 Relocation Costs	\$0.00	\$0.00
17	1499 Development Activities 4	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report.
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 3 PHAS with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number		FFY of Grant: 2010
PHA Name: Housing Authority of the City of Dallas, Texas		Capital Fund Program Grant No: TX21P00950110 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant Approval: 7/15/2010
Type of Grant		<input type="checkbox"/> Reserve for Disasters/Emergencies		
Original Annual Statement Performance and Evaluation Report for Period Ending:		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 4) Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost 1	
		Original	Revised 2	Obligated Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 7% of line 20)	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$6,290,743.00	\$6,290,743.00	\$1,607,638.86
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$425,854.37	\$188,111.20
23	Amount of line 20 Related to Security - Soft Costs	\$920,400.00	\$920,400.00	
24	Amount of line 20 Related to Security - Hard Costs			
25	Amount of line 20 Related to Energy Conservation Measures	\$1,575,401.00	\$746,301.00	
Signature of Executive Director <i>Maryann M. Jones</i>		Signature of Public Housing Director		Date
				<i>2/24/2012</i>

- 1 To be completed for the Performance and Evaluation Report.
- 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
- 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
- 4 RHF funds shall be included here.

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2010			
PHA Name:		Capital Fund Program Grant No: TX21P00950110					
Housing Authority of the City of Dallas, Texas		CFFP (Yes/No): NO					
Replacement Housing Factor Grant No:							
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2
AMP 1 TX009000001							
Roseland Townhomes							
	1. Replace washer and dryer	1465	114	\$100,000.00	\$0.00	\$0.00	\$0.00
	2. Replace appliances	1465	114	\$160,000.00	\$0.00	\$0.00	\$0.00
	3. Operating	1406	1	\$40,000.00	\$40,000.00	\$40,000.00	
	4. Replace doors at Historic Bldgs.	1470	1	\$0.00	\$193.85	\$193.85	\$193.85
	5. Paint dumpsters	1450	1	\$0.00	\$4,270.00	\$4,270.00	\$4,270.00
	6. Concrete repair	1450	1	\$0.00	\$2,289.00	\$2,289.00	\$2,289.00
	7. Roseland foundation repair 20	1460	1	\$0.00	\$46,000.00	\$46,000.00	\$46,000.00
	8. Roseland foundation repair 21	1460	1	\$0.00	\$44,000.00	\$44,000.00	\$44,000.00
	9. Engineering for foundations	1430	1	\$0.00	\$20,000.00	\$20,000.00	\$6,501.03
	10. Roseland foundation repair 23	1460	1	\$0.00	\$18,500.00	\$18,500.00	
	11. Roseland foundation repair 24	1460	1	\$0.00	\$33,750.00	\$33,750.00	
	12. Foundation Survey	1460	1	\$0.00	\$1,050.44	\$1,050.44	\$1,050.44
	13. Roseland foundation repair 25	1460	1	\$0.00	\$33,900.00	\$33,900.00	
	14. Roseland foundation repair 26	1460	1	\$0.00	\$30,769.00	\$30,769.00	
	15. Roseland foundation repair 27	1460	1	\$0.00	\$46,200.00	\$46,200.00	
	16. Roseland foundation repair 4	1460	1	\$0.00	\$49,500.00	\$49,500.00	
	17. Roseland foundation repair 28	1460	1	\$0.00	\$33,443.00	\$33,443.00	
	18. Roseland foundation repair 1	1460	1	\$0.00	\$14,000.00	\$14,000.00	
	19. Roseland foundation repair 2	1460	1	\$0.00	\$14,535.00	\$14,535.00	
	20. Roseland foundation repair 3	1460	1	\$0.00	\$14,535.00	\$14,535.00	
	21. Roseland foundation repair 22	1460	1	\$0.00	\$14,000.00	\$14,000.00	
	22. Roseland foundation repair 5	1460	1	\$0.00	\$49,150.00	\$49,150.00	
	23. Roseland foundation repair 17	1460	1	\$0.00	\$47,125.00	\$47,125.00	
	24. Roseland foundation repair 18	1460	1	\$0.00	\$19,250.00	\$19,250.00	
	25. Roseland foundation repair 19	1460	1	\$0.00	\$44,000.00	\$44,000.00	
	26. Foundation repair	1460	1	\$0.00	\$100,000.00	\$100,000.00	
Roseland Estates							
	1. Replace washer and dryer	1465	103	\$100,000.00	\$0.00	\$0.00	\$0.00
	2. Replace appliances	1465	103	\$140,000.00	\$0.00	\$0.00	\$0.00
	3. Paint dumpsters	1450	1	\$0.00	\$3,843.00	\$3,843.00	\$3,843.00

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Dallas, Texas			Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFFP (Yes / No): NO Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2		
AMP 3 TX009000003									
Cedar Springs Place	1. Repair canopies	1460	40	\$40,000.00	\$0.00	\$0.00	\$0.00		
	2. Replace appliances	1465		\$135,600.00	\$0.00	\$0.00	\$0.00		
	3. Operating	1406		\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		
	4. Security	1406		\$78,000.00	\$78,000.00	\$78,000.00	\$78,000.00		
	5. Security Fence	1450	1	\$0.00	\$18,069.00	\$18,069.00	\$18,069.00	Complete	
	6. Electrical Upgrades	1450	1	\$0.00	\$357,871.00				
	7. Concrete Repair	1450	1	\$0.00	\$36,708.00	\$36,708.00	\$36,708.00	complete	
	8. Replace mailboxes	1475	1	\$0.00	\$27,750.00	\$27,750.00			
Cedar Springs Pl. Add	1. Repair storm drainage	1450		\$25,000.00	\$0.00	\$0.00	\$0.00		
	2. Security	1406		\$78,000.00	\$78,000.00	\$78,000.00			
	3. Board up vacant units	1460	220	\$0.00	\$42,950.00	\$42,950.00	\$42,950.00	complete	
AMP 4 TX009000004									
Frazier Fellowship	1. Install wood flooring	1460	60	\$200,000.00	\$0.00	\$0.00	\$0.00		
	2. Operating	1406	1	\$30,000.00	\$30,000.00	\$30,000.00			
	3. Security	1406	1	\$48,000.00	\$48,000.00	\$48,000.00			
	4. Fence repair	1450	1	\$0.00	\$5,596.00	\$5,596.00	\$5,596.00	complete	
	5. Paint dumpsters	1450	1	\$0.00	\$2,100.00	\$2,100.00	\$2,100.00	complete	
Wahoo Frazier	1. Install wood flooring	1460	95	\$180,000.00	\$0.00	\$0.00	\$0.00		
	2. Security	1406	1	\$48,000.00	\$48,000.00	\$48,000.00			
	3. Paint dumpsters	1450	1	\$0.00	\$6,405.00	\$6,405.00	\$6,405.00	complete	
Mill City	1. Install wood flooring	1460	87	\$180,000.00	\$0.00	\$0.00	\$0.00		
	2. Security	1406	1	\$48,000.00	\$48,000.00	\$48,000.00			
	3. ADA Site work	1450	1	\$0.00	\$38,800.00	\$38,800.00	\$38,800.00	complete	
	4. ADA units	1460		\$0.00	\$44,077.50	\$44,077.50	\$44,077.50	complete	
	5. Paint dumpsters	1450	1	\$0.00	\$4,270.00	\$4,270.00	\$4,270.00	complete	
	4. Install automatic doors Comm. Center	1475	1	\$0.00	\$11,388.00	\$11,388.00	\$11,388.00	complete	

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 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2010				
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFFP (Yes / No): NO Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
				Original	Revised 1 Funds Obligated 2	Funds Expended 2
Frazier Scattered Sites						
AMP 5 TX009000005						
Braekins Village			102	\$10,000.00	\$0.00	\$0.00
	1. Remove screen doors	1460		\$15,000.00	\$0.00	\$0.00
	2. Replace carpet at office	1470	1	\$10,000.00	\$10,000.00	
	3. Operating	1406	1	\$54,000.00	\$54,000.00	
	4. Security	1406	1	\$0.00	\$16,669.00	\$16,669.00
	5. Replace handrails (lead paint)	1460	102	\$0.00	\$43,600.00	\$43,600.00
	6. Concrete repair	1450	1	\$0.00	\$8,900.00	\$8,900.00
	7. MOD Make Ready	1460	1	\$0.00	\$315,200.00	
	9. Electrical Update	1450	1	\$0.00	\$2,989.00	\$2,989.00
	8. Paint dumpsters	1450	1	\$0.00		
AMP 6 TX009000006						
Turner Courts						
	1. HVAC Repair	1470	1	\$0.00	\$7,235.80	\$7,235.80
	2. Repair doors	1470	1	\$0.00	\$1,331.48	\$1,331.48
	3. Relocate Fence	1450	1	\$0.00	\$17,800.00	\$17,800.00
AMP 7 TX009000007						
Rhoads Terrace						
AMP 8 TX009000008						
Hamptons at Lakewest						
	1. Replace appliances	1465	225	\$146,500.00	\$0.00	\$0.00
	2. Replace HVAC	1460	225	\$616,301.00	\$0.00	\$0.00
	3. Operating	1406	1	\$60,000.00	\$60,000.00	
	4. Security	1406	1	\$45,000.00	\$45,000.00	
	5. ADA Site work	1450	1	\$0.00	\$64,128.23	\$64,128.23
	6. Paint dumpsters	1450	1	\$0.00	\$6,405.00	\$6,405.00
	7. ADA Units	1460		\$0.00	\$119,701.07	\$119,701.07
	8. Restripe Parking Lot	1450	1	\$0.00	\$7,949.00	
	9. HVAC Repair YMCA	1470	1	\$0.00	\$9,198.05	\$9,198.05
	10. Electrical Update	1450	1	\$0.00	\$19,571.50	
	11. Plumbing Repair	1450	1	\$0.00	\$8,797.34	\$8,797.34

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2010					
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFFP (Yes / No): NO Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised 1	Funds Obligated 2	Funds Expended 2
Kingbridge Crossing							
	1. Replace carpet	1460	100	\$100,000.00	\$0.00	\$0.00	\$0.00
	2. Paint Dumpster enclosures	1450		\$0.00	\$6,405.00	\$6,405.00	\$6,405.00
	3. Roof repairs	1460		\$50,000.00	\$0.00	\$0.00	\$0.00
	4. Sidewalk repair	1450	1	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
	5. Security	1406	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	6. Landscape	1450	1	\$20,000.00	\$0.00	\$0.00	\$0.00
	7. Sidewalk repair Singleton	1450	1	\$0.00	\$13,227.50	\$13,227.50	\$13,227.50
	8. Utility closet doors	1460		\$0.00	\$96,409.66	\$96,409.66	\$96,409.66
	9. Gutter repair	1460		\$0.00	\$24,420.00	\$24,420.00	\$24,420.00
	10. Concrete Work	1450	1	\$0.00	\$151,869.00	\$151,869.00	\$140,829.90
	11. Electrical Upgrades	1450	1	\$0.00	\$429,957.00	\$429,957.00	
	12. Elect Newspaper adds	1460	1	\$0.00	\$709.13	\$709.13	\$709.13
Villa Creek	1. Replace carpet	1460	130	\$125,000.00	\$56,000.00	\$56,000.00	\$56,000.00
	2. Paint dumpster enclosures	1450	6	\$0.00	\$5,124.00	\$5,124.00	\$5,124.00
	3. Security	1406	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	4. ADA Units	1460		\$0.00	\$0.00	\$0.00	\$0.00
	5. Roof repair	1460		\$50,000.00	\$0.00	\$0.00	\$0.00
Lakeview Townhomes	1. Replace utility closet doors	1460		\$0.00	\$59,950.00	\$59,950.00	\$59,950.00
	2. Security	1406	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	3. Paint dumpster enclosures	1450		\$0.00	\$5,551.00	\$5,551.00	\$5,551.00
Lakewest Village	1. Replace exterior siding	1460	1	\$30,000.00	\$0.00	\$0.00	\$0.00

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Dallas, Texas	Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFPP (Yes / No): NO Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010
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Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
AMP 9 TX009000009								
Park Manor								
	1. Replace water cut-off valves	1460	1	\$200,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Replace elevator doors	1460	1	\$25,000.00	\$0.00	\$0.00	\$0.00	
	3. Security	1406	1	\$69,600.00	\$69,600.00	\$69,600.00	\$0.00	
	4. Operating	1406		\$15,000.00	\$15,000.00	\$15,000.00		
	5. Elevator Repair	1460	2	\$0.00	\$30,208.83			
AMP 10 TX009000010								
Brooks Manor								
	1. Trim trees	1450	1	\$0.00	\$4,250.00	\$4,250.00	\$4,250.00	complete
	2. Dumpster Enclosures	1450	1	\$0.00	\$16,400.00	\$16,400.00	\$16,400.00	complete
	3. Security	1406	1	\$93,600.00	\$93,600.00	\$93,600.00	\$0.00	
	4. Replace ceiling tile	1460	1	\$50,000.00	\$29,615.93	\$29,615.93	\$29,615.93	complete
	5. Replace PTAC units	1460	1	\$100,000.00	\$0.00	\$0.00	\$0.00	delete
	6. Operating	1406	1	\$15,000.00	\$15,000.00	\$15,000.00		
	7. Elevator repair	1460	2	\$0.00	\$42,756.21			
AMP 11 TX009000011								
Cliff Manor								
	1. Replace exterior doors	1460	1	\$35,000.00	\$0.00	\$0.00	\$0.00	
	2. Replace bath exhaust fans	1460	180	\$22,500.00	\$0.00	\$0.00	\$0.00	delete
	3. Security	1406	1	\$54,000.00	\$54,000.00	\$54,000.00	\$0.00	
	4. Operating	1406	1	\$15,000.00	\$15,000.00	\$15,000.00		
	5. Elevator repair	1460	2	\$0.00	\$28,184.66			
AMP 12 TX009000012								
Audelia Manor								
	1. Replace Appliances	1465	100	\$95,000.00	\$0.00	\$0.00	\$0.00	delete
	2. Security	1406	1	\$36,000.00	\$36,000.00	\$36,000.00		
	3. Operating	1406	1	\$12,000.00	\$12,000.00	\$12,000.00		
	4. Elevator repair	1460	1	\$0.00	\$15,109.23			

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages											
PHA Name: Housing Authority of the City of Dallas, Texas				Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFFP (Yes / No): NO Replacement Housing Factor Grant No:				Federal FFY of Grant: 2010			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
AMP 13 TX009000013											
Barbara Jordan Square	1. Remodel bath/kitchens	1460	100	\$464,942.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Security	1406	1	\$54,000.00	\$54,000.00	\$54,000.00	\$0.00	\$0.00			
	3. ADA Site Work	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	4. Operating	1406	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00			
	5. Concrete repair	1450	1	\$0.00	\$17,454.00	\$17,454.00	\$17,454.00	\$17,454.00	complete		
	6. Replace exterior doors	1460	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	7. Replace windows	1460	100	\$0.00	\$140,493.91	\$140,493.91	\$0.00	\$0.00			
	8. Upgrade insulation	1460	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	9. Replace HVAC	1460	100	\$0.00	\$55,405.01	\$55,405.01	\$220.47	\$220.47			
	10. ADA Units	1460	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	11. Relocation	1495	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	12. Upgrade Electric	1450	1	\$0.00	\$95,300.00	\$95,300.00	\$0.00	\$0.00			
Larimore Lane	1. Remodel bathrooms	1460	21	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Replace dryer vents	1460	21	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	delete		
	3. Upgrade Electric	1450	1	\$0.00	\$61,473.11	\$61,473.11	\$30,876.00	\$30,876.00			
AMP 14 TX009000014											
Frankford Townhomes	1. Paint dumpster enclosures	1450		\$0.00	\$2,562.00	\$2,562.00	\$2,562.00	\$2,562.00	complete		
	2. Exterior painting	1460		\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	delete		
	3. Replace HVAC Frankford Learning Center	1470	1	\$0.00	\$25,287.00	\$25,287.00	\$25,287.00	\$25,287.00	complete		
	4. Operating	1406	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00			
	5. Replace Appliances	1465	76	\$62,000.00	\$0.00	\$0.00	\$0.00	\$0.00	delete		
	6. ADA Site Work	1450	1	\$0.00	\$24,824.00	\$24,824.00	\$24,824.00	\$24,824.00	complete		
	7. Upgrade Electric	1450	1	\$0.00	\$22,769.00	\$22,769.00	\$22,769.00	\$22,769.00	complete		
Kelly Blvd.	1. Paint dumpster enclosures	1450		\$0.00	\$1,708.00	\$1,708.00	\$1,708.00	\$1,708.00	complete		
	2. Upgrade Electric	1450	1	\$0.00	\$60,714.11	\$60,714.11	\$60,714.11	\$60,714.11	complete		
Villas at Hillcrest											

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2010				
PHA Name:		Capital Fund Program Grant No: TX21P00950110		Total Estimated Cost		Total Actual Cost		Status of Work
Housing Authority of the City of Dallas, Texas		CFPP (Yes / No): NO		Original	Revised 1	Funds Obligated 2	Funds Expended 2	
Development Number	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
AMP 15 TX009000015								
Hidden Ridge								
	1. Replace appliances	1465	228	\$200,000.00	\$0.00	\$0.00	\$0.00	
	2. Replace mailboxes	1475	1	\$8,000.00	\$9,500.00	\$9,500.00	\$9,500.00	complete
	3. Operating	1406	1	\$20,000.00	\$20,000.00	\$20,000.00		
	4. Security	1406	1	\$79,200.00	\$79,200.00	\$79,200.00		
	5. Repair breezeways	1460	1	\$0.00	\$1,869.00	\$1,869.00	\$1,869.00	complete
	6. Paint dumpsters	1450	1	\$0.00	\$3,843.00	\$3,843.00	\$3,843.00	complete
	7. MOD Make Ready	1460	18	\$0.00	\$39,333.00	\$39,333.00	\$39,333.00	complete
	8. MOD Make Ready	1460	1	\$0.00	\$11,450.00	\$11,450.00	\$11,450.00	complete
	9. MOD Make Ready	1460	1	\$0.00	\$8,030.00	\$8,030.00	\$8,030.00	complete
AMP 16 TX009000016								
Scattered Site Tex 9-29								
	1. Replace appliances	1465	22	\$22,000.00	\$0.00	\$0.00	\$0.00	
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	
	3. Operating	1406	1	\$10,000.00	\$10,000.00	\$10,000.00		
Scattered Site Tex 9-30								
	1. Replace appliances	1465	20	\$20,000.00	\$0.00	\$0.00	\$0.00	
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	
Scattered Site Tex 9-37								
	1. Replace appliances	1465	15	\$15,000.00	\$0.00	\$0.00	\$0.00	
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	
Scattered Site Tex -40								
	1. Replace appliances	1465	18	\$18,000.00	\$0.00	\$0.00	\$0.00	
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2010									
PHA Name: Housing Authority of the City of Dallas, Texas		Grant Type and Number Capital Fund Program Grant No: TX21P00950110 CFPP (Yes / No): NO Replacement Housing Factor Grant No:									
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised 1	Funds Obligated 2	Funds Expended 2				
Scattered Site Tex 9-42	1. Replace appliances	1465	14	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Fence replacement	1450	2	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
Conner Drive	1. Replace appliances	1465	11	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Renovate bathrooms	1460	11	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00		delete	
	3. Paint dumpsters	1450	1	\$0.00	\$1,281.00	\$1,281.00	\$1,281.00	\$1,281.00		complete	
	4. Upgrade Electric	1450	1	\$0.00	\$59,595.11	\$59,595.11	\$30,380.00	\$0.00			
Military Parkway	1. Replace appliances	1465	25	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00			
	2. Renovate bathrooms	1460	25	\$37,500.00	\$0.00	\$0.00	\$0.00	\$0.00			
	3. Paint dumpsters	1450	1	\$0.00	\$1,708.00	\$1,708.00	\$1,708.00	\$1,708.00		complete	
	4. Upgrade Electric	1450	1	\$0.00	\$61,064.11	\$61,064.11					
PHA Wide	1. Fees and costs	1430	1	\$10,000.00	\$16,592.18	\$3,700.50	\$3,700.50				
	2. Construction Inspector	1430	1	\$60,000.00	\$60,000.00	\$60,000.00					
	3. Administration	1410	1	\$629,000.00	\$629,000.00	\$629,000.00					
	4. Computer software and equipment	1408	1	\$110,000.00	\$110,000.00						
	5. Utility Allowance Study	1430	1	\$0.00	\$78,636.00	\$78,636.00	\$78,636.00			complete	
	6. Advertising	1460	1	\$0.00	\$0.00	\$0.00	\$0.00				
	7. Concrete Repair	1450	1	\$0.00	\$0.00	\$0.00	\$0.00				
	8. Physical Needs Assessment	1430	1	\$0.00	\$127,948.00	\$127,948.00	\$13,067.00				
	9. Energy audit	1430	1	\$0.00	\$82,450.00	\$82,450.00					
	10. Elevator Repair	1460	1	\$0.00	\$23,490.07						
				\$6,290,743.00	\$6,290,743.00	\$5,104,286.41	\$1,607,638.86				

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program						
PHA Name: Housing Authority of the City of Dallas, Texas						
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates	Federal FFY of Grant: 2010
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
AMP 1						
Roseland Homes	7/15/2012		7/15/2014			
Roseland Townhomes	7/15/2012		7/15/2014			
Roseland Estates	7/15/2012		7/15/2014			
Carroll Townhomes	7/15/2012		7/15/2014			
Monarch Townhomes	7/15/2012		7/15/2014			
Roseland Scattered Sites	7/15/2012		7/15/2014			
AMP 2						
Little Mexico Village	7/15/2012		7/15/2014			
AMP 3						
Cedar Springs Place	7/15/2012		7/15/2014			
Cedar Springs Place Addition	7/15/2012		7/15/2014			
AMP 4						
Frazier Fellowship	7/15/2012		7/15/2014			
Wahoo Frazier	7/15/2012		7/15/2014			
Mill City Frazier	7/15/2012		7/15/2014			
Frazier Scattered Sites	7/15/2012		7/15/2014			
AMP 5						
Brackins Village	7/15/2012		7/15/2014			
AMP 6						
Turner Courts	7/15/2012		7/15/2014			
AMP 7						
Rhoads Terrace	7/15/2012		7/15/2014			

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the City of Dallas, Texas		Federal FFY of Grant: 2010			
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 8					
Hamptons at Lakewest	7/15/2012		7/15/2014		
Kingbridge Crossing	7/15/2012		7/15/2014		
Lakeview Townhomes	7/15/2012		7/15/2014		
Villa Creek Townhomes	7/15/2012		7/15/2014		
Lakewest Village (S.F.)	7/15/2012		7/15/2014		
AMP 9					
Park Manor	7/15/2012		7/15/2014		
AMP 10					
Brooks Manor	7/15/2012		7/15/2014		
AMP 11					
Cliff Manor	7/15/2012		7/15/2014		
AMP 12					
Audelia Manor	7/15/2012		7/15/2014		
AMP 13					
Barbara Jordan Square	7/15/2012		7/15/2014		
Larimore Lane	7/15/2012		7/15/2014		
AMP 14					
Frankford Townhomes	7/15/2012		7/15/2014		
Kelly Blvd	7/15/2012		7/15/2014		
Villas of Hillcrest	7/15/2012		7/15/2014		
AMP 15					
Hidden Ridge	7/15/2012		7/15/2014		
Pebbles Apts.	7/15/2012		7/15/2014		

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Resolution No. 4505

**RESOLUTION APPROVING
AMENDMENT #1 TO THE 2012 PHA PLAN
AND AUTHORIZING SUBMISSION OF THE AMENDMENT TO HUD**

WHEREAS, The Housing Authority of the City of Dallas, Texas (DHA), has established an annual planning process for implementation of activities to meet its goals and objectives; and

WHEREAS, the results of this process are memorialized in an Annual and Five-Year PHA Plan; and

WHEREAS, DHA has prepared Amendment #1 to the 2012 PHA Plan in accordance with statutory and regulatory requirements; and

WHEREAS, the proposed Amendment includes the development of 20 scattered site public housing units on land owned by DHA in northeast Dallas near Roseland Homes and the addition of non-emergency work items in excess of \$500,000 to the 2010 Capital Fund Program budget, both of which actions constitute a “significant amendment” to the PHA Plan as defined in Section 10.0b of the Plan; and

WHEREAS, the proposed Amendment has been posted for a minimum of 45 days, reviewed with the Resident Advisory Board, and a public hearing has been held to obtain comment on the proposed Amendment.

NOW THEREFORE, BE IT RESOLVED THAT,

The Board of Commissioners of the Housing Authority of the City of Dallas, Texas approves Amendment #1 to the 2012 PHA Plan and authorizes submission of the Amendment to the U.S. Department of Housing and Urban Development.

Adopted by the Dallas Housing Authority
Board of Commissioners
February 27, 2012

CERTIFICATE OF RECORDING OFFICER

The undersigned, being the recorder and custodian of the Minutes of the governing body of The Housing Authority of the City of Dallas, Texas, certifies that on Monday, February 27, 2012 at a validly convened Regular meeting of the Board of Commissioners of said Authority at which a quorum was present and voting, the attached Resolution No. 4505 entitled "A Resolution Approving Amendment #1 to the 2012 PHA Plan and Authorizing Submission of the Amendment to HUD" was introduced, read and duly adopted.

IN WITNESS WHEREOF my hand and seal of the Authority, this 28th day February 2012.



MaryAnn Russ, Secretary
The Housing Authority of the
City of Dallas, Texas

**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

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 ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2012, 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 certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. 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.
5. 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.
6. The PHA certifies that it 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.
7. 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.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - 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).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. 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.
11. 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.

12. 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.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. 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.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. 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), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. 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.
20. 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.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Dallas Housing Authority
PHA Name

TX009
PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years 20 ____ - 20 ____

X Annual PHA Plan for Fiscal Year 2012

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 Terdema Ussery

Title Chairman

Signature

Date

2/27/2012

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

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 Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency 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, and will affirmatively further fair housing.

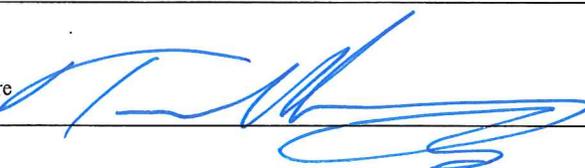
Housing Authority of the City of Dallas, Texas

TX009

PHA Name

PHA Number/HA Code

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)

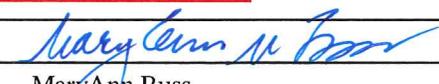
Name of Authorized Official Terdema Ussery		Title Chairman	
Signature 		Date 2/27/2012	

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: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Not required Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: Capital Fund Program CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Not applicable	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="border: 1px solid red; padding: 5px; width: fit-content; margin: 0 auto;">Not applicable</div>	
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 available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>MaryAnn Russ</u> Title: <u>President and CEO</u> Telephone No.: <u>214.951.8300</u> Date: <u>2/27/2012</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of the City of Dallas, Texas

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

MaryAnn Russ

Title

President and CEO

Signature



Date (mm/dd/yyyy)

February 27, 2012

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Dallas, Texas

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 Federal agency 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.)

Please see attached pages

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 MaryAnn Russ	Title President and CEO
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Signature X 	Date February 27, 2012
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DHA Sites for Work Performance

Housing Sites					
Property	Address	City	County	State	Zip Code
Roseland Homes					
Roseland Homes	2021 N. Washington	Dallas	Dallas	Texas	75204
Roseland Townhomes	3535 Munger	Dallas	Dallas	Texas	75204
Carroll Townhomes	Carroll	Dallas	Dallas	Texas	75204
Monarch Townhomes	2102 Kirby	Dallas	Dallas	Texas	75204
Roseland Estates	3335 Munger	Dallas	Dallas	Texas	75204
Roseland Scattered Sites	Various	Dallas	Dallas	Texas	75204
Little Mexico	3027 Harry Hines	Dallas	Dallas	Texas	75201
Cedar Springs Addition	2533 Lucas Drive	Dallas	Dallas	Texas	75219
Cedar Springs Place	2533 Lucas Drive	Dallas	Dallas	Texas	75219
Frazier Courts					
Frazier Fellowship	4845 Hatcher	Dallas	Dallas	Texas	75210
Wahoo Frazier	4838 Hatcher	Dallas	Dallas	Texas	75210
Mill City Frazier	4848 Hatcher	Dallas	Dallas	Texas	75210
Frazier Single Family	Various - Single Family	Dallas	Dallas	Texas	75210
Brackins Village	1544 E. Eighth St.	Dallas	Dallas	Texas	75203
Turner Courts	6601 Bexar St.	Dallas	Dallas	Texas	75215
Lakewest					
The Hamptons at Lakewest	2425 Bickers	Dallas	Dallas	Texas	75212
Kingbridge Crossing	3130 Kingbridge	Dallas	Dallas	Texas	75212
Lakeview Townhomes	3020 Bickers	Dallas	Dallas	Texas	75212
Villa Creek Apartments	3019 Bickers	Dallas	Dallas	Texas	75212
Lakewest Village	Various - Single Family	Dallas	Dallas	Texas	75212
Park Manor	3333 Edgewood St.	Dallas	Dallas	Texas	75215
Brooks Manor	630 S. Llewellyn	Dallas	Dallas	Texas	75208
Cliff Manor	2424 Fort Worth Ave.	Dallas	Dallas	Texas	75211
Audelia Manor	10025 Shoreview Rd.	Dallas	Dallas	Texas	75238
Scattered Sites					
Conner Drive	2004 Conner Dr.	Dallas	Dallas	Texas	75217
Kelly Boulevard	18012 Kelly Blvd.	Dallas	Dallas	Texas	75287
Larimore Lane	5104 Larimore	Dallas	Dallas	Texas	75236
Military Parkway	7619 Military Parkway	Dallas	Dallas	Texas	75227
Barbara Jordan Square	4700 Country Creek	Dallas	Dallas	Texas	75236
Single Family Homes	Various - Single Family	Dallas	Dallas, Denton	Texas	
Frankford Townhomes	18110 Marsh Ln.	Dallas	Denton	Texas	75287
Villas at Hillcrest	Hillcrest @ I-90	Dallas	Collin	Texas	75252
Hidden Ridge Apartments	9702 W. Ferris Branch Blvd.	Dallas	Dallas	Texas	75243
Administrative Sites					
Central Office	3939 North Hampton Road	Dallas	Dallas	Texas	75212
Administrative Office	2575 Lone Star Drive	Dallas	Dallas	Texas	75212



February 21, 2012

MaryAnn Russ, President/CEO
The Housing Authority of the City of Dallas, Texas
3939 North Hampton Road
Dallas, Texas 75212-1630

Subject: Amendment #1 to 2012 PHA Plan: HOPE VI Redevelopment – Roseland
Homes and Non-Emergency Repair
Confirmation of Consistency with City Consolidated Plan

Dear Ms. Russ:

Based on the information submitted by the Housing Authority of the City of Dallas (DHA), Texas, DHA proposes to amend its 2012 PHA Plan to: revise Section 7.0 to include the development of 20 scattered site public housing units on land owned by DHA; revise the 2010 Capital Fund Program (included in 2012 PHA Plan) to include additional non-emergency work items in excess of \$500,000. These work items include: foundation repair at Roseland Court; ADA unit and site work; electrical upgrades; concretes repair at Kingsbridge and Brackins Village; utility closet doors at Kingbridge and Lakeview; and playground at Little Mexico Village.

Development of scattered site public housing units near Roseland Homes and the inclusion of referenced non-emergency work items are consistent with the City of Dallas' Consolidated Plan.

If additional information is needed, please contact me at (214) 670-5544.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chan Williams'.

Chan Williams, Assistant Director
Office of Financial Services

Attachment

Certification by State or Local Official of PHA Plan

Consistency with the Consolidated Plan

I, Chan Williams, the Assistant Director of Financial Services certify that Amendment #1 of the Dallas Housing Authority's 2012 PHA Plan is consistent with the Consolidated Plan of the City of Dallas, Texas prepared pursuant to 24 CFR Part 91.



Chan Williams
Assistant Director of Financial Services
City of Dallas, Texas



Date