

Dallas Housing Authority
2014 PHA Plan
and
2010-2014 Five Year
Status Report
October 2013

Amendment #2 June 2014



Renaissance Oaks
Opened May 2013



Fairmount Crossing
Closing 2014

**Dallas Housing Authority
FY 2014 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. Newly developed properties owned by DHA or a DHA entity that contain a mix of units, some subsidized by project-based vouchers and others subsidized by public housing operating funds, shall maintain one waiting list. Applicants shall be assigned to units suitable for their family sizes and disability needs without regard to subsidy type.
3. 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.
4. 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
5. 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**
 6. 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.
 7. 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.
 8. 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.
 9. 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.
 10. 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*.
 11. 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.
 12. 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;

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

- 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.

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 the Federal "extremely low income" limit. 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 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.

2. Have at least one family member who meets HUD requirements on citizenship or immigration status⁴; **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 except those who 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.
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)⁵; 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

⁴ If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.

⁵ 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

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. Occupancy by a Police Officer – To increase security at the site, at Fairmount Crossing one (1) two-bedroom unit will be made available for occupancy by Police Officer. The Officer must be employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. Rent will not be charged for the unit, however, the officer will be responsible for paying all utilities and compliance with the lease which will include the employment requirements listed above.

~~b.c.~~

F.G. 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.H. 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;
 - 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

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. Applicants 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 obligations⁶, 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:
 - 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

⁶ Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.

- 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 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.I. 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.

H.J. 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: A preference shall be granted to vulnerable homeless individuals and families as identified by the Bridge (individuals) , the Salvation Army, Family Gateway, Family Place (families with children) and other organizations that serve homeless individuals and families when supportive services are available under a memorandum of agreement or through DHA social service staff. 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 that have received furniture through the Bridge shall have an absolute admission preference for homeless individuals. Units at Renaissance Oaks, Park Manor, Audelia Manor, Forest Green Manor and Lakeland Manor and subsequently developed mixed population properties shall be offered to vulnerable homeless persons/couples. In addition, turnover units at family properties shall be made available to homeless and formerly homeless families with the exception of the following properties:

- a. Larimore
- b. Connor
- c. Kelly
- d. Roseland Scattered Site
- e. Frankford
- f. Villas at Hillcrest
- g. Scattered site homes

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 has been employed at least 30 hours per week in the 12 consecutive months prior to admission will no period of unemployment for more than two (2) weeks.

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.

At Fairmount Crossing, Working Families will receive a preference for the two- and three-bedroom units.

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. Elderly or Disabled Persons of Families in General Occupancy Properties

For the one-bedroom units at Fairmount Crossing, 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.

f. Mixed population building preference⁷

- 1) In buildings designed for occupancy by Elderly and Disabled families (Renaissance Oaks, 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, Buckeye Senior Building, 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.
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 lottery number (whichever system is in effect).

J.K. 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.

⁷ This preference shall not apply to units in General Occupancy properties.

K.L. 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.M. 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 accommodation 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 offered⁸.
 - 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 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. Homeless applicants will be set up for “first available” offers to ensure that they receive the earliest offer of housing. The exception to this requirement would be for a homeless applicant who can document a disability related reason to need housing at a specific site.
- 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 mostly by the transfer of

⁸ 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.

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, sexual preference, gender identity 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 letter⁹.
 - 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

⁹ Or by the communication method requested by an applicant with disabilities

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.

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

Source: Excerpt from *Dallas Housing Authority Admissions and Continued Occupancy Policy for Low Rent Housing September 2013*.

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~~ ~~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~~ [Service's](#) documents listed on the Declaration.
- e) Documentation of Full-Time College Students of Non-Parental/Guardian Households

DHA ~~shall provide~~ shall provide assistance to independent Full-Time College Students of legal age or an emancipated minors 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~~ 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~~ 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 homeless persons who were formerly incarcerated, other 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 HCV Waiting List. When using the lottery system, DHA shall post 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.

DHA retains the right to discard a waiting list when the response rate for applicants drops below 50 percent of the persons contacted. In practice, this means that when applicants are contacted by mail (or other method requested by applicants with disabilities) and requested to come to DHA to attend a briefing and file a full application prior to receiving a Voucher, fewer than 50 percent of those contacted attend their application briefing. The waiting list will not be discarded until two things happen: Everyone who remains on the waiting list will be given one opportunity to update his/her application, and an opening of the waiting list will be scheduled. All applicants who update their data will be the first people (using their former application numbers) on the new waiting list.

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. Such properties that are owned by a DHA affiliate will have Admissions Preferences as described in DHA's Admissions and Continued Occupancy Policy for Low Income Housing Owned by DHA. 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~~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~~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 fifteen (15) 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 the number of eligible Applicants on the Housing Choice Voucher Waiting ~~List—is~~List is such that there is no reasonable prospect of housing additional Applicants within 36 months, the President and CEO will 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 qualify under any of the categories listed below shall have equal preference (sorted by lottery number) over all other families applying for regular vouchers:

Families who have been made homeless by documented domestic violence,; and individuals graduating from or “aging out” of the foster care program administered by the Texas Department of Protective and Regulatory Services; and currently or formerly homeless applicants who are ready to move to project or tenant-based voucher housing providing permanent supportive housing to the homeless;

4. Applicants that do not meet any Admissions Preferences will be considered non-preference applicants.
5. Applicants will be processed in order of preference first, follow by applicants selected by lottery number .

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~~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 members ~~s6 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. An original award letter from the Social Security Administration can be used for this purpose.

2. Individuals who claim the preference as currently or formerly homeless must be certified as qualified by the Bridge.
3. Families who claim preferences for domestic violence, individuals aging out of foster care or families who are currently or formerly homeless must be

certified as qualified by a DHA-~~Accredited Homeless Service provider~~Approved Referral Agency (ARA).

J. Admissions Preferences

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

K. 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.

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 (based upon the material submitted by the applicant) about the applicant's status has been made.
 - b. The request for an Informal Review must be made in writing within ten calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Review within ten calendar days will be ineligible for a review and the denial shall stand. The Informal Review shall be scheduled within thirty 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.

LM. 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~~ 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.
3. Schedules for Briefings will be communicated to the Inclusive Communities Project (ICP) so their staff can participate in briefings to encourage mobility moves.

MN. 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

NO. 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 [or the property owner does not agree to a reasonable rent](#)), 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, ~~when~~ [when](#) the waiting list is open.

Source: Excerpt from *Dallas Housing Authority Administrative Plan for Housing Voucher Programs, September 2013*.

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 payers do not receive 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;

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;

4. 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.];
5. 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.);
6. All welfare assistance payments (Temporary Assistance to Needy Families) received by or on behalf of any family member of any age;
7. 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
8. 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. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 Stat 2503-04
 - g. 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**
 - h. 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.
 - i. 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.
 - j. 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;
 - k. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
 - l. 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**

- m. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 32 (j)**
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. 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;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case *Elouise Cobell et al v Ken Salazar*

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, September 2013.*

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, 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 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 members of the assisted household unless they ~~become 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 as verified by the qualified medical practitioner.
 - 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 HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend in the unit guideline, a spouse or boyfriend/girlfriend cannot be added to the voucher as a live-in aide (since they would be living in the unit anyway). (since they are 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 and is supposed to live in the unit.
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 will not be considered as is not a family member on the voucher, his/her income will 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 any 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 calendar days of occurrence;
2. DHA may 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

Voucher size is one factor in determining the family's level of assistance. The size of a voucher will based upon the family/household composition. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR 982.401 and 24 CFR 982.402) and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher. To that extent, DHA will utilize an occupancy standard of two (2) persons per bedroom, pursuant to HUD guidelines concerning the Determination of Unit Size Requirements. DHA will not determine who will share a bedroom/sleeping room. DHA shall issue a voucher for the smallest sized unit possible using the following standards regardless of age, gender, or relationship of family and household members:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom,
3. A one-person family will be issued a one-bedroom voucher.
4. Larger families (more than one person household) will be issued vouchers based upon the two (2) persons per bedroom occupancy standard, without regard to the age, gender, or relationship of family members. For example, a two-person family will be issued a one-bedroom voucher; a three-person family will be issued a two-bedroom voucher.

~~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 anyone.~~

~~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.~~

5. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care is considered a member of the family.

6. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.

7. Two disabled individuals may be assigned a 2 bedroom voucher.

~~4.8.~~ 4.8. 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.

~~5.9.~~ 5.9. 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~~ 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 at initial lease up. 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~~ household who 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.
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 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 deductions 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.M. Verification of Income, Assets and Deductions

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

EN. Non-Cash Contributions To Families

As required by Federal regulations, 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.

PO. 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.

QP. 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.

RQ. 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. Utility reimbursements are made using debit cards.

Source: Excerpt from *Dallas Housing Authority Administrative Plan for Housing Voucher Programs, September 2013*.

**Dallas Housing Authority
FY 2014 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

~~April 2014~~ June, 2014

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. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
 - h. Any applicable State laws or local ordinances.
2. DHA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, sexual orientation or gender identity 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 work to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes;
 5. 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 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 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 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.



- 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.
- 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.



C. 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. Newly developed properties owned by DHA or a DHA entity that contain a mix of units, some subsidized by project-based vouchers and others subsidized by public housing operating funds, shall maintain one waiting list. Applicants shall be assigned to units suitable for their family sizes and disability needs without regard to subsidy type.
3. 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.
4. 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
5. 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**
6. 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.
7. 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.
8. 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.
9. 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.

² Or by the method designated at initial application by applicants with disabilities.



10. 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*.
11. 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.
12. 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.

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 the Federal "extremely low income" limit. 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 except those who 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.
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

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.

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



- 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. Occupancy by a Police Officer – To increase security at the site, at Fairmount Crossing one (1) two-bedroom unit will be made available for occupancy by Police Officer. The Officer must be employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. Rent will not be charged for the unit, however, the officer will be responsible for paying all utilities and compliance with the lease which will include the employment requirements listed above.

F.G. 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.H. 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**
 - 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;
 - 3) to use facilities and equipment in a reasonable way;
 - 4) to create no health, or safety hazards, and to report maintenance needs;
 - 5) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - 6) 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
 - 7) 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. Applicants 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:
 - 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

⁷ Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.



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 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.I. 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.

H.J. 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: A preference shall be granted to vulnerable homeless individuals and families as identified by the Bridge (individuals), the Salvation Army, Family Gateway, Family Place (families with children) and other organizations that serve homeless individuals and families when supportive services are available under a memorandum of agreement or through DHA social service staff. 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 that have received furniture through the Bridge shall have an absolute admission preference for homeless individuals. Units at Renaissance Oaks, Park Manor, Audelia Manor, Forest Green Manor and



Lakeland Manor and subsequently developed mixed population properties shall be offered to vulnerable homeless persons/couples. In addition, turnover units at family properties shall be made available to homeless and formerly homeless families with the exception of the following properties:

- 1) Larimore
 - 2) Connor
 - 3) Kelly
 - 4) Roseland Scattered Site
 - 5) Frankford
 - 6) Villas at Hillcrest
 - 7) Scattered site homes
- 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 has been employed at least 30 hours per week in the 12 consecutive months prior to admission will no period of unemployment for more than two (2) weeks.

At Fairmount Crossing, Working Families will receive a preference for the two- and three-bedroom units.

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. Elderly or Disabled Persons of Families in General Occupancy Properties

For the one-bedroom units at Fairmount Crossing, 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.

- f. Mixed population building preference⁸

- 1) In buildings designed for occupancy by Elderly and Disabled families

⁸ This preference shall not apply to units in General Occupancy properties.



(Renaissance Oaks, 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, Buckeye Senior Building, 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.
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 lottery number (whichever system is in effect).

J.K. 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.L. 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.M. 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.



1. 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 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 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. Homeless applicants will be set up for “first available” offers to ensure that they receive the earliest offer of housing. The exception to this requirement would be for a homeless applicant who can document a disability related reason to need housing at a specific site.
- 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 mostly 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.

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.



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, sexual preference, gender identity 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 § 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

¹⁰ Or by the communication method requested by an applicant with disabilities



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)**

¹¹ Except at those properties that are properly designated for Elderly families without children, only.



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).
 - vii. If a resident transfers from one property to another, the security deposit should be applied to the new unit and shall not be increased. If, after conducting a move out inspection of the previous unit, damages or other charges are owed, DHA will charge the resident but will not use the security deposit to pay the charges. The disposition of the security deposit will only occur when the resident leaves the program.
 - b. Multifamily properties:
 - i. DHA will comply with HUD's security deposit requirements as stated in Handbook 4350.3 as revised from time to time.
9. Pet deposits are in addition to the security deposit, in accordance with DHA's *Pet Policy and Procedure*. Assistive animals verified to be needed by residents with disabilities are not pets and pet deposits are not required. **24 CFR § 966.4(b)(5)**
10. If a resident transfers from one DHA apartment to another, a new lease will be executed for the dwelling into which the family moves. **24 CFR § 966.4 (a)(ii)**
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**



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

All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of DHA. **24 CFR § 966.4 (o)**

12. At the time of leasing, the new resident will receive a copy of the applicable DHA Lease and the following attachments:
 - a. Pet Policy;
 - b. Community Service Policy (public housing only);
 - c. Applicable City Ordinances (if applicable).
 - d. Other lease attachments as stipulated in Part 1 of the Lease.
13. If, at any time, the head of household dies or leaves the unit for any reason (Institutionalization, forming a new household elsewhere), DHA will permit the remaining members of the family to remain in the unit so long as:
 - a. The remaining family member(s) report the death or departure of the head within ten days of the occurrence;
 - b. There is still at least one member who was listed on the lease for the apartment
 - c. The family includes a person who is either an adult or an emancipated minor capable of executing a lease;
14. Residents are not permitted to allow roomers or boarders to occupy their apartments. Violation of this provision is grounds for lease termination;
15. Residents are not permitted to allow a former resident of DHA who has been evicted to occupy their unit, even as a visitor. Violation of this provision is grounds for lease termination.
16. Residents must advise DHA if they will be absent from the apartment for more than 7 days. Residents shall notify the manager, secure the apartment and provide a means for DHA to contact the resident in an emergency. Failure to advise DHA of an 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, gender identity, 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 so long as there are units of the right size and right type for the resident being transferred. Residents who are subject to mandatory transfers do not have the right to wait until a suitable unit is available at the property they prefer, rather each resident will receive a choice of the units available that are the right size and type.
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, but residents do not have the right to delay a transfer because a unit is not available at the time they are required to transfer.

C. Priorities for Transfers

- 1. As described in the Tenant Selection and Assignment Chapter of this policy, 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

¹² Resident may challenge any charges for damages by using the DHA Grievance Procedure



- 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 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.

¹³ e.g. a single person is living alone in a three bedroom unit and does not want to move



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. Because DHA operates properties under multiple programs, 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 every 12 months, 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:

INCOME CHANGE	DHA ACTION
(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 verified family deductions	• Process interim rent reduction if income decrease will last more than 30 days. 24 CFR § 5.609
(c) Increase in income following DHA granting interim rent decrease.	• Process interim increase for income increases after interim rent reductions.
(d) Increase in earned income from the employment of a current household member.	• Conduct an Interim Redetermination only if income has increased by 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
(e) Increase in unearned income (e.g. COLA adjustment for social security).	• Conduct Interim Redetermination only if income has increased by at least \$200 per month, otherwise defer rent increase to the next regular reexam.
(f) 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.
(g) 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

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**).



- 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 have¹⁷; 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 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 not 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;

¹⁷ DHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.



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. 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.



2. 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 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 payers do not receive 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;

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;

4. 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.];
5. 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.);
6. All welfare assistance payments (Temporary Assistance to Needy Families) received by or on behalf of any family member of any age;
7. 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
8. 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. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 Stat 2503-04
- g. 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**
- h. 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.
- i. 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.
- j. 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;
- k. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**



- l. 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**
- m. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 32 (j)**
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. 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;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case *Elouise Cobell et al v Ken Salazar*

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.

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 or will be 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 properties with supportive services, 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

¹⁸ This preference shall not apply to units in General Occupancy properties.



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**
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.

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.

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



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 too 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	

**Dallas Housing Authority
FY 2014 PHA Plan**

**Attachment T
Dallas Housing Authority Administrative Plan for
Housing Voucher Program**



Dallas Housing Authority

**ADMINISTRATIVE PLAN
FOR
HOUSING VOUCHER
PROGRAMS**

September ~~2013~~2014



Effective Date: September 24, ~~2013~~2014 (revised February 24, 2014)

Replaces last revision ~~of:~~ September 17, ~~2012~~2013



Dallas Housing Authority

3939 North Hampton Road

Dallas, Texas 75212

Housing Choice Voucher Program: 214-640-6800, TDY: 214-951-8488.

**ADMINISTRATIVE PLAN FOR THE
SECTION 8 HOUSING CHOICE VOUCHER PROGRAMS**

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- ADDENDUM 11 Housing Choice Voucher Homeownership



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Dallas Housing Authority

Housing Choice Voucher Program Administrative Plan

Introduction

The Dallas Housing ~~Authority~~ ~~(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 and 983 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~~ ~~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

Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



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 and works to remove impediments to 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, sexual orientation, gender identity, 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)
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

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 [so long as such laws or ordinances do not conflict with Federal laws.](#)

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 **H**ousing **C**hoice **V**oucher 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

¹ Except when needed to provide person with disabilities special services to achieve equal access to programs.



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 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 and regulations. 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, [sexual orientation](#), [gender identity](#), 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 tThere is no requirement that ~~they~~ **members with a disability** 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. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

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 ~~may~~ will be retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant ~~files are~~ files are ~~may~~ are ~~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, [light rail lines](#), 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, www.realtor.com, ~~and~~, ~~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~~ ~~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;

Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



- 2) A signed Verification Consent Form; and
 - 3) One of the original U.S. Immigration and Naturalization ~~Services~~Service's documents listed on the Declaration.
- e) Documentation of Full-Time College Students of Non-Parental/Guardian Households

DHA ~~shall—provide~~shall provide assistance to independent Full-Time College Students of legal age or an emancipated minors 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~~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~~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 homeless persons who were formerly incarcerated, other 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 HCV Waiting List. When using the lottery system, DHA shall post 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.

DHA retains the right to discard a waiting list when the response rate for applicants drops below 50 percent of the persons contacted. In practice, this means that when applicants are contacted by mail (or other method requested by applicants with disabilities) and requested to come to DHA to attend a briefing and file a full application prior to receiving a Voucher, fewer than 50 percent of those contacted attend their application briefing. The waiting list will not be discarded until two things happen: Everyone who remains on the waiting list will be given one opportunity to update his/her application, and an opening of the waiting list will be scheduled. All applicants who update their data will be the first people (using their former application numbers) on the new waiting list.

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 because a unit that is the right size for their family is unavailable; 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~~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~~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 fifteen (15) 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 the number of eligible Applicants on the Housing Choice Voucher Waiting ~~List~~List is such that there is no reasonable prospect of housing additional Applicants within 36 months, the President and CEO will 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 qualify under any of the categories listed below shall have equal preference (sorted by lottery number) over all other families applying for regular vouchers:



Families who have been made homeless by documented domestic violence; and individuals graduating from or “aging out” of the foster care program administered by the Texas Department of Protective and Regulatory Services; and currently or formerly homeless applicants who are ready to move to project or tenant-based voucher housing providing permanent supportive housing to the homeless;

4. Applicants that do not meet any Admissions Preferences will be considered non-preference applicants.
5. 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~~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. An original award letter from the Social Security Administration can be used for this purpose.

2. Individuals who claim the preference as currently or formerly homeless must be certified as qualified by the Bridge.
3. Families who claim preferences for domestic violence, individuals aging out of foster care or families who are currently or formerly homeless must be certified as qualified by a DHA ~~Accredited Homeless Service provider~~Approved Referral Agency (ARA).

J. Admissions Preferences

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

K. 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.

LK. 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 (based upon the material submitted by the applicant) about the applicant’s status has been made.
 - b. The request for an Informal Review must be made in writing within ten calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Review within ten calendar days will be ineligible for a review and the denial shall stand. The Informal Review shall be scheduled within thirty 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.

ML. 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~~ 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.
3. Schedules for Briefings will be communicated to the Inclusive Communities Project (ICP), so their staff can participate in briefings to encourage mobility moves.

NM. 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 (~~NOT SURE WHAT THIS IS~~) 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 tract 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 tract 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

ON. 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 or the property owner does not agree to a reasonable rent), 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, ~~when,~~ when the waiting list is open.

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, 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 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 members of the assisted household unless they ~~become 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 as verified by the qualified medical practitioner.
 - 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 ~~HUD definition, a person already residing~~ someone already living in the unit (such as a spouse, boyfriend or girlfriend) guideline, a spouse or boyfriend/girlfriend cannot be added to the voucher as a live-in aide (since they would be living in the unit anyway). ~~(since they are 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 and is supposed to live in the unit.
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 will not be considered as ~~is not~~ a family member on the voucher, his/her income will is not be 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 any~~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 calendar 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

Voucher size is one factor in determining the family's level of assistance. The size of a voucher will be is based upon the family/household composition. To complyIn compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR 982.401 and 24 CFR 982.402) and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher. To that extent, DHA will adoptsutilize an occupancy standard of two (2) persons per bedroom, pursuant to the HUD guidelines concerning the guidance-Determination of Unit Size Requirements as reasonable and in comport with fair housing laws, an occupancy standard of two (2) persons per bedroom, aAs a general rule. DHA will does not determine who will shares a bedroom/sleeping room. DHA shall issue a voucher for the smallest sized unit possible using the following standards regardless of age, gender, or relationship of family and household members:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom,
3. A one-person family will be issued a one-bedroom voucher.
4. Larger families (more than one person household) will be issued vouchers based upon the two (2) persons per bedroom occupancy standard, without regard to the age, gender, or relationship of family members. For example, a two-person family will be issued a one-bedroom voucher; a three-person family will be issued a two-bedroom voucher.
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 anyone.~~
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.~~



5. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college is considered a member of the family^[1].

6. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.

7. Two disabled individuals may be assigned a two (2)-bedroom voucher^[2] (subject to the review and approval of a request for reasonable accommodation).

~~4.8.~~ 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.

~~5.9.~~ 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~~ 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 at initial lease up. 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~~ household who 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.
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 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 deductions 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.



MA. Verification of Income, Assets and Deductions

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

NE. Non-Cash Contributions To Families

As required by Federal regulations, 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.

OP. 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.

PQ. 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.

RQ. 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. Utility reimbursements are made using debit cards.

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 for comparable unassisted units set by the Housing Choice Voucher Program; the unit 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 not grant extensions of search time in extenuating



circumstances, except 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 anyone money to any Housing 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 PHA 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. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

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, proposed 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 and the owner is not living in the unit.
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~~The RFTA, ~~and the~~ proposed lease, and other required documents listed above 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~~ via 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~~ via 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 allowing persons not listed on the lease to live in the unit, 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 Family's current address, as shown in DHA's records, and the name and address, if known, of the Family's 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. 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 deposits², 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 or additional security deposit, altered or ~~addiitonal~~additional rent amounts and/or fees, 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

² Note that an Assistance Animal (service animal or companion animal) verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.



- 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~~ **isowner is** not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit 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

Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



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.~~ ~~Aa-a-R~~ 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-base hazards in accordance with the lead base paint regulations 24 CFR 35.1325 and 35.1330. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered 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 Owner's 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. 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.

10. 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 will~~ issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family ~~and DHA~~ must try to find an acceptable a large enough unit as soon as possible^[3]. ~~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~~Non-working Air Conditioning/Doesn't maintain appropriate temperature.

~~e.~~ During the period of (May 1st – Oct 15th), h Hazards that represent a potential threat to the health and safety of the Family must be corrected within seventy-two (72) hours. Examples include:

- ~~p.~~ a. Heating system does not maintain a temperature of at least 68 degrees _____ Fahrenheit when the outside temperature is below 60 degrees Fahrenheit;
- ~~q.~~ b. The unit lacks hot water;
- ~~r.~~ 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: 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 and abating HAP payment to the landlord if the family is responsible for making the correction and abating HAP payment to the landlord, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.**

DHA will bear the cost of the first inspection of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS, DHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements necessary.

6. 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~~family's security deposit under state law.

3. 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; and
- 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. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises 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 [\(HAP\) Contract](#) 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, [with the exception of the initial payment to the new landlord](#)).
4. ~~DHA shall~~ [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](#)^[4] 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 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. [DHA](#) 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~~ first day of first of ~~month~~ first month commencing on or after the contract anniversary date or 60 days from ~~the first~~ 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 to 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 re-certification 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 pursuant to a request and approval for~~ 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 a 30 day notice of the increase in rent. If re-certification 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 ten calendar days of the change:

1. The family experiences **any** increase in income, ~~the~~ DHA will process increases that exceed \$200 per month or the current TTP is the minimum rent of \$50.
2. ~~a~~**A** family member is added by birth, adoption or court-awarded custody, with or without increased income.
3. ~~the~~**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 less than \$200 per month 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 when verified:

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~~[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~~[self-sufficiency](#) requirements.

Required Interim Redeterminations

1. 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 \$200 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-computed~~[effective-computed](#) retroactive to the date when rent should have increased. [Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.](#)
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 [interim](#) 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~~ will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, 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 and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
 - a. ~~Marriage or significant r~~Relationships consistent with ~~24 CFR 5.403~~DHA's definition of family ^[6]
 - b. Temporary custody of foster children
~~—Other family member additions (e.g. kinship care)~~
 - c. Other family member additions (e.g. kinship care)
3. ~~P~~Before persons age 18 or older ~~will may only will be approved for addition to the family only be added to the family only if the voucher size for which the family qualifies for will not increase.~~ ~~;~~ ~~t~~ They will be subject to the same criminal history screening used for all applicants upon approval.~~s-~~
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. 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 lease termination and termination of assistance.
6. 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.
7. Assisted families, whose head, spouse or other family member has become disabled since move-in, will ~~receive an appropriate~~ have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
8. 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.

9. 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.
10. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes **first**[7].
11. 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 **3-2** and **4-3** 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, co-head, 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 appropriate voucher size by two^[8] 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~~ 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—moves~~ 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~~ terminates 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~~ Administration Supportive Housing Program (HUD-VASH)

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans ~~Affairs~~ Administration (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

Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



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 [at the facility](#) 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.

B. DHA's Special Programs

Housing Choice Voucher Program: 214-640-6825. TDY: 214-951-8488.



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.

d. Permanent Supportive Housing for Homeless and/or Formerly **Incarcerated**[9]

e. 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.

No one is permitted to share housing with relatives who live in the unit.

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~~ of Assistance

A. Terminations of Families Based on Program Regulations

DHA may terminate ~~the assistance~~ 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 180 days (six months).
3. No family member certifies 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 required~~ as required by 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 ever 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 ~~landlord~~ ~~approval~~ ~~days~~ ~~approval~~.
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.

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~~ ~~it~~ if it is determined that criminal activity ~~of~~ ~~on~~ 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 shares



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)3)~~ 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~~ 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 remaining families~~family members~~ 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 written 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 unless the tenant has already vacated the unit.
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 briefly 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 most instances 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.A. 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.B. 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.C. 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.)
10. For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

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~~ 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. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
 - g. 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**

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117b, 1407

- h. 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.
- i. 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.
- j. 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;
- k. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
- l. 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**
- m. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 32 (j)**
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. 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;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, ~~including~~ reduced price lunches ~~and~~ food under WIC;

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- v. Payments, funds or ~~distrubutions~~distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred ~~Dept~~Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action ~~Settment~~Settlement Agreement in the case “Elouise Cobell et al v Ken Salazar

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, service animals, 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;

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 or HCV 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~~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~~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, 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's/~~participant's household~~participant'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~~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:

- a. substantially limits one or more major life activities;
- b. has a record of such an impairment; or



c. _____ 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~~ 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~~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, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.

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 disabilities³ **42 USC 1437a(b)(3)** means a person⁴ 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.

³ NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

⁴ A person with disabilities may be a child



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~~ **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;