



ADMINISTRATIVE PLAN  
FOR THE  
DHA HOUSING CHOICE VOUCHER  
PROGRAMS

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## Housing Choice Voucher Program Administrative Plan

### Introduction

The 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 Housing Choice Voucher 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 DHA. The Administrative Plan, hereinafter referred to as the “Plan”, covers both admission to and continued participation in the abovementioned programs.

Only DHA’s Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. 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. 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.

## Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher 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. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the

Settlement Voucher Implementation Plan approved by the United States District Court filed November 19, 2019. This program is covered in full in Addendum 8 to this Plan.

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 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher 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 program when the program waiting list opens.
- B. Objectives of Section 8 Housing Choice Voucher Programs
1. DHA's objective in administering the Housing Choice 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.
  2. The Section 8 Housing Choice Voucher 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.
  3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
  4. Through program administration, DHA shall:
    - a. Ensure eligibility and correct family share of rent for participating families;
    - b. Ensure Housing Quality Standards are enforced;
    - c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
    - d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
      - 1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
      - 2) All other Section 8 Housing Choice Voucher families;
    - e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
    - f. 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 AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

## **Section II. Fair Housing and Equal Opportunity**

### **A. Nondiscrimination and Affirmatively Furthering Fair Housing**

DHA 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”.

DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, participant, or landlord; 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. DHA 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. 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 and Reauthorization Act of 2013 (VAWA);
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;
9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

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

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others<sup>1</sup>;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an 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; or

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



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. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, 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, DHA 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' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
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. DHA will verify all reasonable accommodations requested through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Generally, all accommodations are re-verified during the participant's annual recertification. DHA may extend the time which an accommodation is verified, if recommended/verified by the medical practitioner.

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 DHA's Reasonable Accommodation Procedure (357-1.1). 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, in plain language. 24 CFR §8.6
10. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy as listed below. There is no requirement that 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. Program participants must be able: 24 CFR §§8.3 and 8.20
  - 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.

11. If an applicant or participant 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 participant 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

12. An applicant or participant who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination or withdrawal of assistance. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20

13. If an applicant or participant 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 review . In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review 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 before the effective termination date.
3. When reviewing reasonable accommodation requests submitted before termination of assistance, 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, 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 DHA 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, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
  - d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five 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 §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 operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA'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.
  - a. Selection from the Waiting List
  - b. Rent Reasonableness
  - c. Determination of Adjusted Income
  - d. Utility Allowance Schedule
  - e. HQS Quality Control Inspections
  - f. HQS Enforcement
  - g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
  - h. FMR/Exception Rent & Payment Standards
  - i. Annual Re-certifications
  - j. Correct Tenant Rent Calculations
  - k. Pre-Contract HQS Inspections
  - l. Annual HQS Inspections
  - m. Lease-up
  - n. Family Self-Sufficiency Enrollment and Escrow
  - o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA 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 DHA'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 Program actions.

3. 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 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.
4. 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 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.
5. DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.
6. In accordance with applicable waivers issued by HUD due to COVID-19, for any PHA with a fiscal year ending on or before December 31, 2020, HUD will not issue a new SEMAP score unless the PHA requests a that new SEMAP score be issued. HUD will instead carry forward the most recent SEMAP score on record. Period of Availability: HUD will resume issuing new SEMAP scores beginning with PHAs with fiscal year end dates of March 31, 2021.

#### B. Privacy Rights of Clients

1. 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 Form 50058, 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 DHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.
2. Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon DHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.
3. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).
4. Retention of files for past participants will be in accordance with DHA's Records Retention Procedure (001-3). Participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed to DHA 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 retained indefinitely regardless of participation status.

#### C. 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 housing; and
6. Single Room Occupancy (SRO) 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 by approved reasonable accommodation, are not eligible types of housing in the HCV program.

#### D. Continuously Assisted Families

1. 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.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher 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".
4. 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).

#### E. Outreach to Eligible Families, Affirmative Marketing

1. DHA 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 for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

2. To reach families from all backgrounds, DHA 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. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

#### F. 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, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA 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. DHA 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. DHA 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.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants with accessing affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and 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 DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty



neighborhood. Mobility counseling identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face.

7. DHA provides the following to Housing Choice Voucher holders:
  - a. Information on general locations and characteristics of neighborhoods including: shopping centers, light rail lines, bus lines, etc.
  - b. A list of properties/owners who accept Section 8 Housing Choice Vouchers is available on-line at [www.gosection8.com](http://www.gosection8.com).
  - c. A description of portability provisions available in the Housing Choice Voucher program.
  - d. A map that identifies areas of low poverty and minority concentrations within the City of Dallas and the Greater Dallas Metropolitan Area areas.

#### G. The Family Self Sufficiency Program

1. 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, see DHA's FSS Action Plan in Addendum 1.
2. 24 CFR §984 establishes the requirements for the Section 8 and Public Housing FSS Program. Section 984.303(d) authorizes a PHA to extend a family's FSS contract of participation for a period not to exceed two years upon a finding of good cause. HUD has made a determination that the circumstances surrounding COVID-19 qualify as "good cause" to extend family contracts, and FSS programs may consider this expanded definition of "good cause" as they make their determinations on each family's eligibility for an extension. The period of availability during which the PHA may extend the family's contract of participation using COVID-19 as the "good cause" ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

#### H. The Homeownership Program

1. Policies related to DHA's Homeownership Program are included in a separate document entitled Homeownership Plan, and incorporated in this Plan as Addendum 10.
2. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may permit the a family to purchase the home without fulfilling the normally applicable pre-assistance homeownership counseling requirements. DHA continues to encourage these counseling requirements if they can be completed under social distancing directives. In addition, for any family that is in the last year of this term (i.e., the 15th year or the 10th year, as applicable) and that is experiencing financial hardship as a result of the COVID-19 pandemic, a PHA may provide homeownership assistance for up to 1 additional year. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

## I. The Project Based Assistance Program

1. DHA 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 Addendum 7.
2. The statute and regulations at 24 CFR §983.301(b) provide that the PHA must inspect each contract unit before execution of the HAP contract and that the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, §983.156(a)(1) further provides that the PHA must inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional requirement imposed by the PHA under the Agreement. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life threatening conditions exist in the unit or units in question. At minimum the PHA must require the owner's certification. However, the PHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. The period of availability for PHAs to accept owner's selfcertification for the pre-HAP inspection/completion of work requirement ends on December 31, 2020. For any unit for which a PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than the 1-year anniversary of the date of the owner's certification, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. In recognition that the COVID-19 pandemic is creating uncertainty for owners and families, HUD is waiving the requirement to remove a unit from a PBV HAP contract after 180 days of zero housing assistance payments to the unit owner on behalf of the family residing in the unit. As an alternative requirement, HUD is authorizing a PHA at its discretion to keep such units under contract for a period of time that exceeds 180 days but does not extend beyond December 31, 2020. Similarly, with respect to 24 C.F.R §983.258, HUD is providing that a PHA that adopts the alternative requirement may resume housing assistance payments on behalf of a family residing in such a unit should the family's income change at any point during the period of time covered by the extension. In according with Notice PIH 2020-13, the period of availability for the extension ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review DHA’s PBV selection process.	1: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA’s Administrative Plan.	24 CFR §983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)
Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205. Inspect units.	PBV: 24 CFR §983.59(b)(2) PBV:24 CFR §983.59(b)(3)

## Section IV. Admission Standards

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

### A. Eligibility Criteria

1. **Income Eligibility.** A family is eligible for assistance under the Housing Choice Voucher 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 (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or
  - c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 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. Families must provide documents for each member as evidence of citizenship or eligible immigration status.
    - 1) United States Citizens must provide:
      - i. A written and signed declaration for each family member; and
      - ii. A United States passport; or
      - iii. A Birth Certificate or Certificate of Naturalization and/or other approved documentation.
    - 2) Eligible non-citizens must provide:
      - i. A written and signed declaration for each family member; and
      - ii. A signed Verification Consent Form; and
      - iii. One of the original U.S. Immigration and Naturalization Service's documents listed on the declaration form.

d. Student Status: DHA shall provide assistance to independent full-time college students of legal age or emancipated minors under state law that meet the following criteria as stated in PIH Notice 2005-16:

- 1) 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;
- 2) 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;
- 3) 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
- 4) The college student must be income eligible.

e. Criteria that may possibly qualify a student for housing include: (24 CFR §5.612)

- 1) Student is over the age of 24, or
- 2) Is a veteran of the United States Military service, or
- 3) Is married, or
- 4) Has a dependent child, or
- 5) Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
- 6) Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or
- 7) Is living with parents who are receiving Section 8 assistance.

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's family age 18 and older. As required by Federal law, DHA shall screen to ensure that no member of the family has engaged in recent violent criminal activity that threatened the safety of the public, or in drug-related criminal activity.
2. 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.

3. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown in the table below. 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:
  - a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.
  - b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, 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 five years.
  - c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.
  - d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.
  - e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.
  - f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five 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.
5. DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Housing Choice Voucher Program.
  - a. 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 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.

- b. 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.
- c. 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.
- d. Sex Offenders: DHA shall **permanently** deny admission 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.
- e. 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:
  - 1) 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
  - 2) Is participating in a supervised alcohol rehabilitation program.
- f. 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:
  - 1) 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
  - 2) Any activity involving the use of weapons against persons or property.
- g. 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.

Note: Effective in Yardi 12/11/2019			
Offenses (Convictions for)	Felony (Years)	Misdemeanor (Years)	Patterns of Misdemeanors
1) Alcohol Related	7	0	2+ in 3 yrs (any type)
2) Arson	Any	7	
3a) Assault and Battery I	5	5	
3b) Assault and Battery II	Any	Any	
4) Bad Checks	0	0	
5a) Burglary I	5	5	
5b) Burglary II	7	7	
6) Crimes Against Animals	5	5	
7) Crimes Against Children	Any	Any	
8) Crimes Against Gov't	5	5	
9) Cyber Crimes	7	5	
10) Destruction of Property	5	5	
11) Disturbance of Peace	5	0	2+ in 3 yrs (any type)
12) Domestic Crimes	7	7	
13a) Drug Offenses I	5	5	
13b) Drug Offenses II	5	5	
13c) Drug Offenses III	7	7	
13d) Drug Offenses IV	Any	Any	
13e) Drug Offenses V	Any	Any	
13f) Drug Offenses VI	10	5	
13g) Drug Offenses VII	Any	Any	
14) Embezzlement	7	7	
15a) Fraud I	7	5	
15b) Fraud II	7	7	
16) Gambling	5	5	
17) Harassment	7	5	
18a) Homicide I	7	7	



18b) Homicide II	7	7	
18c) Homicide III	10	10	
18d) Homicide IV	Any	Any	
19a) Kidnapping I	Any	7	
19b) Kidnapping II	Any	Any	
20) Organized Crime	10	10	
21) OUI, OVI, DWI	5	5	
22) Petit Theft	5	5	
23) Purposely Obstructs the Law	5	5	
24) Robbery	10	10	
25) Sex Crimes - Other	7	7	
26a) Sex Crimes Against a Person	Any	Any	
26b) Sex Crimes Against a Child	Any	Any	
27) Theft/Larceny	7	7	
28) Traffic Violations	0	-	
29) Trespassing	7	5	
30a) Weapons Related I	5	5	
30b) Weapons Related II	Any	Any	
31) Incarceration (Due to Conviction) Release Date	5	5	
32) Any Offense Not Listed	7	7	

C. Debts Owed to DHA

1. Applicants to the Section 8 Housing Choice Voucher Program must be free of any debts to DHA or another housing agency 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 DHA's Program Integrity and Ethics Procedure.

#### D. Public Housing and Former Program Participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.
2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.
3. The following violations within the past 10 years are grounds for denial of admission:
  - a. While participating in the Section 8 Housing Choice Voucher 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, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.
  - b. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
  - c. The family must have paid any outstanding debt owed to DHA or another housing agency, as a result of prior participation in any federal housing program. See also Section IV.C. above.
  - d. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs (Residential Communities) must be in good standing under the terms of the 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.
  - e. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher 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 DHA's Program Integrity and Ethics Procedure.
  - f. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.
  - g. 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

1. DHA has resumed accepting preliminary applications for the HCV program via open enrollment effective January 21, 2020. From this date forward and until further notice,

DHA will maintain a continuously open waiting list. The waiting list is covered in detail in DHA's Waiting List Procedure (600-1.8).

2. Applications for the Housing Choice Voucher Program are accepted electronically, through DHA's Rent Cafe portal. The application or preliminary application constitutes the basic record of applicants applying for admission; therefore DHA shall only accept complete applications. The application, together with all other materials relating to the applicants' eligibility, shall be placed in the applicants' file.
3. Applicants who need assistance in completing their applications or who need an alternative method of communication because of a disability will be provided with such assistance or alternative communication method upon request.

#### B. How the Waiting List is Organized

1. During Open Enrollment DHA initially received thousands of applications per day. DHA utilizing its housing management software, will order its list of applicants by random assignment (lottery) for the HCV 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 number and according to DHA Local Preference(s) in DHA's Wait List Procedure (600-1.8), unless specified otherwise in the open enrollment public announcement.
2. After Open Enrollment, DHA will add applicants to its waiting list as preliminary applications are received.
3. The initial application is a preliminary application which constitutes the basic record of applicants applying for admission; therefore applicants must supply complete and true information. The application and all other materials relating to the applicant's eligibility will be placed and retained in the applicant's file. At a minimum, the HCV Waiting List will include the following information:
  - a. The applicants' name, address, and phone number;
  - b. The name, relationship to head of household, gender, and age of family members who will reside in the assisted unit;
  - c. The number of bedrooms for which the family initially qualifies in accordance with DHA occupancy standards;
  - d. Estimated annual household income (not verified until eligibility determination);
  - e. The date of lottery pull;
  - f. Qualification for any local preferences, if applicable; and
  - g. Racial and ethnic designation of the head of household.
4. Applicants that are selected by lottery and placed on the waiting list shall be informed in writing via email. Applicants that are not selected by lottery will remain on the waiting

list; however, their application will remain in DHA's database for up to 18 months and may be selected in the future.

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.
6. 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. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum 7. 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 PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

#### C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).
2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.
3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020<sup>2</sup>, agreement between DHA and plaintiff's counsel, DHA will offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

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<sup>2</sup> Both documents are included in Addendum 8 to this policy.

- a. First priority for regular HCV participant families with children living in R/ECAP areas, with a focus on children under the age of thirteen;
- b. Second priority will be to regular HCV participant families currently residing in a R/ECAP area;
- c. Third priority will be to applicants selected from DHA's WSV waiting list with consideration of whether those families are residing in a R/ECAP area; and
- d. Fourth priority will be to all other applicants on DHA's WSV waiting list.

D. Selection from the Waiting List

1. Preferences may be established to order the selection of applicants from the waiting list. So long as available funding permits issuance of turnover vouchers, DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate.
2. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any admissions preferences will be considered non-preference applicants. Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied to the HCV Wait list after January 1, 2020. Details on when and how these preferences may be applied are included in DHA's Wait List Procedure (600-1.8).

See next page

<p><b>Working families</b> 24 CFR §982.207 (b)(2)</p> <p>DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.</p>
<p><b>Student education</b></p> <p>Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.</p>
<p><b>Homeless</b> 24 CFR §982.207 (b)(5)</p> <p>DHA may adopt a preference for admission of homeless persons.</p>
<p><b>Natural disaster, government action, or DHA action</b></p> <p>DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.</p>
<p><b>Congregate housing</b></p> <p>DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.</p>
<p><b>VAWA</b></p> <p>DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.</p>
<p><b>Aging out of foster care</b></p> <p>DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.</p>
<p><b>Limited Preference for Families with Children (Mobility Demonstration Vouchers)</b></p>

DHA may adopt a preference for families with at least one child aged 13 and under (at the time of application) that live in census tracts with a family poverty rate of 30 percent or higher.<sup>3</sup>

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. 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.
5. Documentation to determine eligibility includes:
  - a. All adult members of applicant families are required to sign HUD's Form 9886 Authorization to Release Information Privacy Act Notice.
  - b. Applicants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. 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. 24 CFR §5.216 exceptions to this rule are listed here:
    - 1) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010. For these individuals, disclosure and verification documentation must be obtained that verifies the applicant's exemption status. 24 CFR §5.216(e)
    - 2) Applicant households with persons under the age of 6 that were added to the

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<sup>3</sup> Section 235(c)(6) of Division G of the 2019 Appropriations Acts allows for the "establishment of priority and preferences for participating families, including a preference for families with young children, as such term is defined by the Secretary, based on regional housing needs and priorities." Given this authority, HUD is requiring that PHAs establish a waiting list preference, both for MDVs and for the number of regular turnover vouchers PHAs must make available for the demonstration. If a PHA does not have enough families on the waiting list that meet the required preference, the PHA will select the next available family with at least one child aged 17 or under from the waiting list. FR-6191-N-01.

applicant household within the 6 months prior to admission. The family must disclose and provide verification of the SSN within 90 days of the date of admission. There is a 90-day period during which an applicant family may become a participant, even if the family lacks the documentation necessary to verify the Social Security Number of a family member under the age of 6. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control. 24 CFR §5.216(h)(3) If the applicant family does not produce the required documentation within the authorized time period, DHA will impose appropriate penalties, including termination of assistance. 24 CFR §5.218

- c. Individuals who claim the preference as currently or formerly homeless must be certified as meeting the HUD definition of homeless by the Bridge (an emergency shelter for the homeless in Dallas).
- d. Families who claim preferences for domestic violence, individuals aging out of foster care, families who are currently or formerly homeless, and congregate housing must be certified as qualified by a DHA-approved referral agency.

#### E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:
  - a. are being relocated from DHA'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
  - b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or
  - c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.
2. 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.
3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.
4. 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.

#### F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 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.
2. 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. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.
3. 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.

#### G. Determination of Ineligibility and Informal Review

1. 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 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.
  - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the applicant for consideration.

- d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President of Voucher Programs (or designee) will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.
  2. 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. DHA shall not grant file reviews for matters related 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 Housing Choice Voucher Program, or approve a proposed lease;
    - d. DHA's determinations that a 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 family's 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.
  4. 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.
  5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.
- H. Briefing and Issuance of Vouchers
1. 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 Housing Choice Voucher participants that transfer from another housing agency).
  2. Briefing attendance is mandatory. Applicants/participants will receive written and/or telephone 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 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. In limited circumstances, DHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

3. DHA may conduct individual briefings as a reasonable accommodation, if needed by persons with disabilities.
4. Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.
5. DHA may hold a combined briefing and voucher issuance session.
6. In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Housing Choice Voucher families to seek housing in non-poverty areas by providing to families:
  - a. Information or access to the addresses of units available to Section 8 Housing Choice Voucher families, as well as the landlords' names 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 cares, health care and public transportation; and
  - e. Counseling to families on program matters, and in instances of alleged program discrimination.
7. Schedules for briefings will be communicated to the Inclusive Communities Project (ICP), so their staff can participate in all briefings to assist with and encourage mobility moves.
8. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may provide the voucher briefing by other means such as a webcast, video call, or expanded information packet. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA. See DHA's HCV Orientation Briefing and Voucher Issuance Procedure (550-4.1) for additional details.

## I. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood<sup>4</sup> where the percentage of persons of a particular racial or ethnic minority<sup>5</sup> is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.<sup>6</sup>
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts 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.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher 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.
4. The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures.

## J. The Term of Vouchers

1. Vouchers expire 90 days from the date of issuance. DHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, DHA may only extend the voucher term as a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.
2. Class members participating in the Walker Settlement Voucher Program and actively searching for housing in eligible census tracts will be given 120 days to find suitable housing.
3. Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given 120 days to find suitable housing.

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<sup>4</sup> As that term is used by HUD.

<sup>5</sup> As based on the most recent decennial census.

<sup>6</sup> As based on the most recent decennial census or the most recent American Community Survey data.

4. Applicants/participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. 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 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.
6. 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 the waiting list is open.
6. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may grant extension(s) needed as a result of COVID-19 that are not described herein, even though DHA has been unable to formally amend its policy in the administrative plan. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

#### K. 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 Portability Procedure (500-1.8). Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers
  - a. 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.
  - b. 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 money to any Housing Authority 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.
    - a. 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.

- c. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify DHA in writing when they want to move out of DHA's jurisdiction using the portability feature.

## 2. Incoming Vouchers:

DHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when DHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), DHA will not absorb incoming portable Vouchers but will bill the sending PHA for the family's costs under the program.

## L. 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. DHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

## Section VI. Request for Tenancy Approval, Inspection, and Leasing

### A. Request for Tenancy Approval

1. 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. When 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 that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
  - a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
    - 1) 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.
    - 2) 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.
    - 3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless 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.
  - b. All new landlords may be required to provide the following documentation:
    - 1) Tax identification letter issued by the IRS or social security card.

- 2) Direct deposit agreement with voided check.
  - 3) Current government issued photo ID.
  - 4) IRS W-9 form with original signature.
  - 5) Copy of warranty deed, or other approved deed or proof of control of the unit.
  - 6) Proof of payment of real estate taxes.
  - 7) Copy of management agreement (for property management companies).
- c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The duration of the lease may be no more or no less than one year.
  - d. For units constructed prior to 1978, owners must either
    - 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
    - 2) attach a lead-based paint disclosure statement.
3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15
  4. 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 via fax or email.
  5. When the family submits the RFTA, 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 via fax or email.

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

7. 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 canceled/voided.

B. Housing Quality Standards and Inspections

1. Prior to execution of the HAP contract, DHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards (HQS).

2. HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR §982.401. Additionally, DHA exercised flexibilities to add acceptability criteria variations to HQS, which meet or exceed HUD's performance requirements. Based on HUD's approval of DHA's request, dated December 17, 2019, to add the City of Dallas Housing Code to the existing inspection acceptability criteria, DHA has adopted the Dallas Housing Code in addition to HQS as its inspection standards.

3. Due to the COVID-19 pandemic, and corresponding order from Dallas County to practice social distancing, DHA has determined it necessary and appropriate to modify current HQS inspection procedures to allow for either virtual inspections with the use of audio/visual technology, or conditional approvals that will be verified at a later date. DHA's Virtual Inspection Procedure (550-2.1) sets forth processes for both options. DHA Inspectors will try first to conduct a virtual inspection, and move to a conditional inspection approval if required.

4. 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.

5. The family must allow DHA 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.

6. Modifications to Provide Accessibility

a. Under the Fair Housing Act of 1988 an owner 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. When the applicant moves from the unit 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

#### 7. 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.

#### 8. Owner Responsibilities

- a. The owner is responsible for all HQS violations not listed as a family responsibility above; however, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.
- b. DHA does not enforce the lease agreement between the family and the owner through the enforcement of HQS; however, a family's living habits may cause damage to the unit and result in HQS violations that are the owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to DHA at the time of occurrence.
- c. DHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the family that has violated the lease agreement.

- d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.
  - e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.
9. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225
- a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six.
  - b. 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.
  - c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-based hazards in accordance with the lead based paint regulations 24 CFR §§35.1325 and 35.1330.
  - d. 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.
  - e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
  - f. 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. 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 in 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.
  - h. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
  - i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's 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 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 must try to find a large enough unit as soon as possible.

#### C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit 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.
2. 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 voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.
3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, 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.
4. 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.
5. 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 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, such as 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 presents 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. No gas in unit when the unit has gas appliances or fixtures,
  - k. No running water in unit,
  - l. No electrical power in unit,
  - m. From October 1<sup>st</sup> – March 31<sup>st</sup>, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
  - n. From April 1<sup>st</sup> – September 30<sup>th</sup>, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
  - o. The unit lacks hot water; or
  - p. Referrals to/from the City of Dallas.
6. 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 Code Compliance Office.
  7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will

issue notice to the landlord giving an opportunity to cure the violation. DHA or the City of Dallas will reinspect. Failure on the part of the landlord to cure the violation will result in abatement of the HAP payment and may also result in termination of the housing voucher or reissuance of a voucher to enable the resident to relocate to other suitable housing. As stated in this policy, DHA's HQS criteria have been amended to include the City of Dallas Housing Code; therefore, a violation of the City of Dallas Housing Code is also a violation of HQS, and subject enforcement by DHA.

#### D. Complaint Inspections

1. 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.
2. 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.
3. 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.
4. 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 if the family is responsible for making the correction, 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.

#### E. 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.

#### F. 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 and may take action to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program. 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.

##### 1. Mandatory Relocation of Family

- a. 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.
- b. 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 Caused by the Family

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;
- 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 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.

#### G. Screening and Security Deposit Requirements

1. 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 a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.
3. If requested, 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.

#### H. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the following:

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. DHA 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, DHA 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. DHA does provide a sample lease agreement that owners may opt to use.

#### I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits<sup>7</sup>, 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 DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA.
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. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or 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 are not acceptable.

#### J. 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 ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. 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.

#### K. Rent Reasonableness Determination

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.

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<sup>7</sup> Note that an assistance animal verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.



DHA shall exercise this authority for all Section 8 Housing Choice Voucher 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;
- 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 through any of the following programs:

- a. Section 8 Housing Choice Voucher project-based assistance;
- b. Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects;
- c. HOME or Community Development Block Grant (CDBG);
- d. units subsidized through federal, state, or local tax credits or tax incentives;
- e. and units subsidized by the Department of Agriculture rural housing programs.

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.
- 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

- a. 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.
- b. 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.
- c. Section 24 CFR §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

- a. 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.
- b. 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.
- c. 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.
- d. 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.

#### L. 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. 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. 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 inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

#### M. 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 payments 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.

5. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may forgo the 60-day time frame set forth above. HUD waived the regulatory requirement to allow PHAs to execute the HAP contract after the 60-day deadline has passed and make housing assistance payments back to the beginning of the lease term. However, DHA and owner must execute the HAP contract no later than 120 days from the beginning of the lease term. The period of availability to execute the HAP contract after the normally 60-day period from the beginning of the lease term ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

#### N. Rent Increases to Owners

Owners may request a rental adjustment once per year. All adjustment requests submitted to DHA must be requested in writing in the format prescribed by DHA. Upon receipt of the owners written request, DHA will:

1. Conduct a rent reasonableness study;
2. Notify the owner of our determination;
3. Provide 30 days written notice to family;
4. Prepare and distribute the Notice of Ammendent to the HAP Contract to match the updated lease agreement; which may be different from the original notice from the owner. The effective date will also depend on proper notice to the family if their portion will increase.

If the proposed rent is not within rent reasonableness guidelines, DHA will attempt to negotiate the rent with the owner. If the owner does not agree to a rent amount within guidelines, the tenant will be issued a voucher to move to a program acceptable unit.

DHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

#### O. Family Moves

1. 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:

- a. Relocation directed by DHA;
- b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;
- c. Family need for an accessible unit to accommodate a member's disability;
- d. Catastrophic disasters;
- e. 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;
- f. Family size exceeds appropriate voucher size by two or more persons;
- g. Family is moving to a neighborhood that is not economically impacted.

2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA'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.

3. Moves within DHA's jurisdiction

Other than the exceptions noted above, families will be eligible to move within DHA's jurisdiction with continued assistance only if:

- a. they currently live in DHA's jurisdiction; and
- b. they hold a valid Housing Voucher; and
- c. they are eligible to move; and
- d. they have not violated any family obligations; and
- e. they do not owe DHA any money; and
- f. their current landlord indicates that they are fully lease compliant; and
- g. they are moving at or after the date of their Annual Recertification of Income and family circumstances and/or at the end of their lease term if the lease term is not in

- conjunction with the scheduled Annual Recertification.
4. 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 DHA, but not before the voucher has been issued.
  5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
  6. 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 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.
  7. DHA 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 DHA money, the family will be offered a new voucher to search for another unit.
  8. At any time, DHA may deny permission to move due to the following if:
    - a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
    - b. The family does not allow DHA 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 DHA or another PHA money for any reason.
    - f. DHA 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.

9. 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.
  10. DHA 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 DHA 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.
  11. 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.
- P. Owner Termination of a Participant's Lease: Grounds for Lease Termination
1. The owner may terminate the lease for lease violations at any time.
  2. The owner may terminate the lease for any other reason only after the initial period of the lease.
  3. 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.
  4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.
- Q. 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 DHA of any legal actions and are required to provide DHA 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 DHA 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 DHA's failure to pay the housing assistance payment.
- R. Change in Ownership or Property Management Company
1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.
  2. DHA 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.

## **Section VII. 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 high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
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 high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will

continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit.<sup>8</sup>

4. 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 as soon as possible after HUD issues FMRs.
5. 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 Housing Choice Voucher 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.
6. 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 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.

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<sup>8</sup> Final rule FR-5855-F-03, "Establishing a More Effective Fair Market Rent System; Using Small Area Fair Market Rents in the Housing Choice Voucher Program Instead of the Current 50th Percentile FMRs; Final Rule," effective January 17, 2017, amends the voucher program regulations at 24 CFR §982.505(c)(3) to reflect the change made by HOTMA. Implementation guidance to PHAs was published in Notice PIH 2018-01.

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not 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 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 §8.3; and
  - b. A knowledgeable professional 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 knowledgeable professional.
2. The family and live-in aide will be required to submit a certification that the live-in aide is (1) not obligated to 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) cannot be a live-in aide (since they are living in the unit anyway).
4. A live-in aide cannot have 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. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
5. Live-in aides are required to attend the annual recertification appointments with the head of household and DHA must reverify the eligibility of the household for a live-in aide in accordance with DHA's Reasonable Accommodation Procedure (357-1.1).

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 a family member on the voucher, his/her income will 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 agency in connection with any assisted housing programs.

#### D. Family Subsidy Standard During Program 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. Such additions to the family must be reported within 10 calendar days of occurrence.
2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.
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.

#### E. Occupancy Standards

1. Voucher size is one factor in determining the family’s level of assistance. The size of a voucher will be based upon the family/household composition.
2. 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.
3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.
  - a. At least one person must occupy each bedroom.
  - b. A maximum of two persons may occupy a bedroom or living/sleeping room.

- c. A one-person family will be issued a one-bedroom voucher.
- d. Two youth per bedroom, unless they are of different gender.
- e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.
- f. 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.
- g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.
- h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.
- i. 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.
- j. 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 as a reasonable accommodation. 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 folding wheelchair.
- k. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

Housing Choice Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	1	1
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	6	12
6-BR	8	14

**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 (HAP) 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. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

**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.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. 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 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 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

#### H. Temporary Absence of Head of Household

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 voucher 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 Housing Choice Voucher 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 above.

#### I. Family Absences from the Unit

1. The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to DHA. Absences longer than 14 consecutive days

require advance approval by the owner and DHA. 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.

2. 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.
3. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may determine not to terminate the HAP contract after 180 consecutive days due to extenuating circumstances (e.g., hospitalization, extended stays at nursing homes, caring for family members). The period of availability for the extension ends December 31, 2020, and the PHA may not extend the HAP contract beyond December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

#### J. Separation or Divorce

1. 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 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:
  - a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or
  - b. 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; or
  - c. 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.
3. DHA will not grant both parents of minor children a voucher.

#### K. Determination of Family Share of Housing Cost

1. The family's contribution to the housing cost will be based upon the verified annual and adjusted income as defined in HUD regulations. 24 CFR §5.609
2. The amount of the total tenant payment (TTP) will be calculated based on the highest of:
  - a. 10% of the monthly unadjusted family income; or
  - b. 30% of the family's monthly adjusted income; or



- c. DHA's minimum rent of \$50.00.
  3. The actual amount of the family's contribution will be the total tenant payment (TTP) 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 TTP plus the amount by which the gross rent exceeds the payment standard.
- L. Exemption from Minimum Rent Requirement
  1. 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:
    - a. The family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program; or
    - b. The income of the family has decreased because of changed circumstances including loss of employment; or
    - c. A death in the family has occurred.
  2. 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.
- M. 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 Housing Choice Voucher 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.
- N. 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.

In accordance with applicable HUD waivers during COVID-19, public housing agencies must review their utility allowances by 12/31/2020.

## O. 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 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. If the value of the Utility Reimbursement is less than \$15 per month, the debit card will be reloaded quarterly, if more than \$15 per month, the debit card will be reloaded monthly.

## Section VIII. 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 C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.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 C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher 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. 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.

C. 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 client 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 paragraph 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 or supplemental security income benefits and veterans 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 to pay tuition;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
  - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - c. Regardless of how long it takes a client 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 24 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:

- 1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - 2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - 3) 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 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

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

If it is not feasible to anticipate income for a 12-month period, DHA 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.)

E. Adjusted Income 24 CFR §5.611

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

1. For All Families

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- 1) 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.
  - 2) 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.
2. For elderly and disabled families only:
- a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.
    - 1) 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.
    - 2) 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.
    - 3) 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.
3. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in Section XIII.
- F. Earned Income Disallowances (Adults with disabilities ONLY)
1. If a Voucher Client 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. To qualify, a Voucher Client 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 Voucher Client 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 client 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 2 and 3 above only occur while the resident is employed. If the client stops working, the disallowance stops and resumes again when the client 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 24 months from the date when the client 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.

G. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide, unless specified otherwise by the medical practitioner verifying the accommodation.
2. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for annual reexaminations, including the use of EIV, rather than delaying the family's annual

recertification. DHA will accept self-certification as the highest form of income verification to process annual reexaminations. The period of availability to conduct annual reexaminations using these modified verification requirements ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Re-certification dates will change when a family moves.
4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.
5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.
6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however, accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.
7. 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.
8. If the family fails to bring and/or submit 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 may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. 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.

13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. 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.
15. 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.
16. 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.

#### H. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional 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, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for interim re-examinations, including the use of EIV. During the allowable period of eligibility, DHA will accept self-certification as the highest form of income verification to process interim reexaminations. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. Due to the COVID-19 pandemic, and corresponding widespread closing of businesses and places of employment, DHA determined to prioritize processing decreases in household income for the period from March – June 2020, including effective dates beyond this range. For most cases, increases in income were deferred during this time period to the next annual re-examination.
4. DHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	DHA ACTION
Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules <sup>9</sup> .	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in income following DHA granting interim rent decrease.	Process an interim increase.
Increase in earned income from the employment of a current household member.	Process an interim increase.
Increase in unearned income (e.g. COLA adjustment for social security).	Defer increase to the next regular re-examination.
Increase in income because a person with income (from any source) joins the household.	Process an interim increase.
Increase in monetary or non-monetary income after a voucher client claims zero income.	Process an interim increase.
Increase in earned income because a person with a history of seasonal employment (e.g. school worker, construction worker) returns to work.	Process an interim increase.
The resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than what it should be.	Process an interim increase.

5. If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated 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

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<sup>9</sup> 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).

economic self sufficiency requirements.

- 1) If a voucher client 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.
  - 2) If the welfare department upholds the grant reduction, the voucher client shall owe a retroactive rent on the interim rent reduction granted.
  - 3) If the welfare department overturns the grant reduction, no retroactive balance is owed.
6. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, DHA is not permitted to reduce tenant rent.
7. When a family's TANF grant is reduced, DHA will verify the reason for the reduction through the Texas Department of Health and Human Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

#### 8. Required Interim Redeterminations

For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

#### 9. Timing of Interim Rent Adjustments

- a. Interim rent increases will be effective 30 days after the first of the month.
- b. 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.
- c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be 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.
- d. 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.
- e. No retroactive rent decreases will be granted.
- f. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
- g. 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.
- h. If the family is responsible for delays in completing an interim re-certification, DHA

may terminate assistance.

- i. 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.
- j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

#### 10. Interim Changes in Family Composition

The family is required to report the following in writing to DHA within ten calendar days of the change:

- a. A family member is added by birth, adoption or court-awarded custody, with or without increased income.
- b. The family wants permission to add a member by any method other than birth, adoption or court-awarded custody.
- c. The family loses a member.

#### 11. DHA Addresses Changes in Family Composition

- a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
- b. 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:
  - 1) Relationships consistent with DHA's definition of family
  - 2) Temporary custody of foster children
  - 3) Other family member additions (e.g. kinship care)
- c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
- d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.
- e. 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 DHA 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.

- f. 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.
  - g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
  - h. 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.
  - i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.
  - j. 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.
  - k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.
- I. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deductions listed below as identified in 24 CFR §§5.611 and 5.617.

1. \$480 for each dependent;



2. \$400 for elderly or disabled families;
3. Un-reimbursed anticipated annual medical expenses of elderly or disabled families that exceed three percent (3%) of annual income;
4. Un-reimbursed disability assistance expenses for care or apparatus for disabled family members that exceed three percent (3%) of annual income and permit an adult family member to work; and
5. Reasonable child care expenses to allow an adult family member to work, actively seek work, or attend school.

J. 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 Verification Procedure (610-1.2).

K. 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 highest of:

- a. 30% of adjusted monthly income; or
- b. 10% of monthly income; or
- c. 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% of monthly income

## Section IX. Termination of Assistance

### A. Terminations of Families' Assistance Based on Program Regulations

DHA may terminate the assistance of families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify DHA that they wish to voluntarily terminate their assistance.
2. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months). In recognition that the COVID-19 emergency is creating economic and employment instability for many families, as well as situations where families may on a temporary basis be adding members whose additional income may result in a \$0 HAP subsidy calculation, HUD is waiving this requirement. As an alternative requirement,

DHA, upon written notice to the owner and family, may extend the period of time following the last payment to the owner that triggers the automatic termination of the HAP contract. The extension beyond the normally applicable 180 days is determined by DHA but may not extend beyond December 31, 2020. The period of availability for the extension ends December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

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 DHA.
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 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.
12. 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.
13. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
14. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

15. Any family member engages in illegal use of a controlled substance.
16. 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.
17. Any household member illegally possesses weapons.
18. Any member of the family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
19. Any family member or guest of the family engages in or threatens abusive or violent behavior toward Authority personnel.
20. All members of the family are absent from the unit for more than 14 consecutive days without PHA and landlord approval.
21. A family has their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
22. Any family member who enters into a side payment agreement without DHA's authorization.
23. Any family member or guest causes damage to the unit or surrounding property as verified by a DHA inspection.
24. Any family member or guest engages in violent physical behavior or fights.
25. Any member of the family has violated any family obligation under the Housing Choice Voucher Program as outlined in 24 CFR §982.551, as amended.
26. Any other HUD-allowed reason.

DHA 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. Terminations during a Funding Shortfall

DHA may take action to reduce housing assistance payment expenses due to a federal funding shortfall where DHA would otherwise be required to terminate participating families from the program due to insufficient funds. DHA will outline its plan to implement action to terminate program participants during a funding shortfall in its Standard Operating Procedures.

#### C. Participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA 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.

D. The Violence Against Women Act

The Violence Against Women and Justice Department Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA) protects families who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with 24 CFR §5.2005 and PIH Notices 2006-42 and 2017-02, DHA will not deny assistance under, or terminate assistance from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking (collectively VAWA crimes) by an affiliated individual.

VAWA definitions of domestic violence, dating violence, sexual assault, stalking, and affiliated individual are provided below. Detailed VAWA protocol is included in DHA's Procedure for VAWA crimes.

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, 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. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means 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 involved in the relationship.
3. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a. fear for the person's individual safety or the safety of others; or
  - b. suffer substantial emotional distress.
4. Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
5. Affiliated individual, with respect to an individual, means:
  - a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
  - b. Any individual, tenant, or lawful occupant living in the household of that individual.
6. Notification of Occupancy Rights. DHA will notify landlords and Housing Choice Voucher participants of the notification of occupancy rights under VAWA during termination proceedings, landlord and client briefings, during the annual recertification process, and by providing information from DHA staff. Housing Choice Voucher participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking must complete, sign, and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.
7. Certification.

DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

  - a. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".
  - b. Providing other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.
  - c. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

#### 8. Emergency transfer Plan.

Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer. Detailed procedures on emergency transfers are covered in DHA's Procedure for VAWA crimes.

#### E. 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 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 X. Informal Hearings

#### A. Situations in which DHA will offer informal hearings

1. An informal hearing is offered to a participating family based on DHA's decision affecting the family in the Housing Choice Voucher Program in accordance with the procedures described in this section section.
2. DHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:
  - a. the amount of the total tenant payment or tenant rent;
  - b. appropriate utility allowance;
  - c. family unit size under payment standard;
  - d. termination of assistance;
3. DHA is not required to provide an opportunity for an informal hearing to review Authority determinations:
  - a. that are administrative determinations by DHA, or to consider general policy issues or class grievances.
  - b. that a unit does not comply with DHA'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.
- c. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
  - d. 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 DHA's Housing Choice Voucher Program.
4. Notice to Participant
- a. DHA shall give the participant prompt written notice of the decision made regarding the stated issues in Section X.A.2.
  - b. 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.
  - c. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
  - d. 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.
  - e. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
  - f. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
  - g. 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.
5. The Hearing Officer
- a. DHA will designate a hearing officer(s) to conduct the informal hearing.
  - b. 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.
6. Rights of the Participant



- a. The participant must appear in person or via conference call, and may be represented by an attorney at his/her own expense.
- b. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by DHA.
- c. The participant shall have the right to present both oral and written evidence.
- d. 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.
- e. 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, speaks Spanish or Vietnamese, DHA will provide an interpreter at DHA's expense.
- f. The participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.
- g. The participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

#### 7. Rights of DHA

- a. DHA may be represented by an attorney at the informal hearing.
- b. DHA may introduce evidence, both oral and written.
- c. DHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
- d. DHA 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.
- e. DHA must be allowed to copy any such document at DHA's expense.
- f. If the family does not make the document available for examination on request of DHA, the family may not rely on the document at the hearing.

#### 8. Conduct of the Informal Hearing

- a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
- b. 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.
- c. Participants may not re-schedule a hearing more than once.

## 9. The Decision

- a. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
- b. The decision shall be in writing and based on the evidence , HUD regulations, Authority policies and rules, and any applicable law.
- c. The decision shall briefly state the reasons on which the decision is arrived.
- d. A copy of the decision shall be furnished promptly to the participant, but in most instances no more than 14 business days from the date of the hearing.

## 10. Situations in which Informal Hearing Decisions are not binding on the DHA

DHA is not bound by a hearing decision on the following matters:

- a. A matter for which DHA 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.
- b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

If DHA determines that it is not bound by a hearing decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.

## **Section XI. 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.

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 Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. 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:

- a. an analysis of the amount of rent paid by each family; and
- b. 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.

#### 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 XI.A.

#### C. Resumption of Assistance for Impacted Families

1. DHA will document the names of every family terminated from the Housing Choice Voucher program due to insufficient funding. When funding is available, DHA will offer vouchers to these families before applicants on the Housing Choice Voucher Housing Choice Voucher Waiting List, in accordance with DHA's Shortfall Procedure (500-1.3).
2. DHA will initially resume housing assistance for families with cancelled HAP contracts followed by families with vouchers withdrawn before contracts were initiated. In accordance with Notice PIH 2013-19, if DHA is not assisting the required number of special purpose vouchers when it resumes issuing vouchers, DHA will issue vouchers first to these special purpose voucher categories of families on its waiting list until the PHA is assisting its required number of special purpose vouchers.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

## Section XII: Special Programs, Features, and Options

#### A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher 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 Administration Supportive Housing Program (HUD-VASH) Addendum 2

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans 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. Emergency Housing Voucher (EHV) Program- Addendum 12

The Emergency Housing Voucher program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

DHA will administer the EHV program in accordance with Notice PIH 2021-15(HA), or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Family Unification Program (FUP) Addendum 3

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 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

The statute provides that a FUP youth must be not more than 24 years of age (not yet reached their 25th birthday) to be eligible to be placed under HAP contract. A FUP youth issued a voucher at 24 years of age may not be able to lease the voucher before their 25th birthday where DHA operations may have been curtailed by the pandemic.

For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may execute a HAP contract on behalf of any otherwise eligible FUP youth up to and included age 26. The Notice allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020, and December 31, 2020. Finally, the Notice allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days. The period of availability for these flexibilities in the FUP program ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

#### 4. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for families that include a non-elderly person(s) with disabilities, defined as a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial HAP contract. So long as available funding permits issuance of turnover vouchers for the Mainstream Voucher Program, DHA will issue Mainstream vouchers to families that include a non-elderly person(s) with disabilities. Mainstream vouchers will be issued to eligible families in accordance with the following priorities:

- a. First priority for eligible families who meet the age and disability criteria above, and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.
- b. When there are insufficient families on the wait list who meet the criteria above, DHA may consider issuing Mainstream vouchers to eligible families who meet the age and disability criteria above, but who are not transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

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, in accordance with the priorities set forth above. 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 centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher 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 Housing Choice Voucher 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.

6. Tenant-Based Vouchers for Disabled Individuals with Medicaid Waivers (Addendum 5)

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.

#### 7. 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 Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher 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 Housing Choice Voucher program, all other program requirements will apply.

#### 8. 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

#### 1. Project-Based Program (Addendum 7)

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 Housing Choice Voucher 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 client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client 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 client household written notice of this right at the time of signing the initial lease.

d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.

e. Replacement of ACC.

2. Walker Settlement Vouchers (Addendum 8)

DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.

3. Community for Permanent Supported Housing (Addendum 11)

In accordance with the settlement in Addendum 11, DHA commits to make available five Mainstream vouchers per year, to households referred by CPSH, for the years identified below:

a. 12/15/2019 – 12/14/2020

b. 12/15/2020 – 12/14/2021

c. 12/15/2020 – 12/14/2022

4. Section 8 Homeownership Program (Addendum 10)

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 XIII. Definitions of Terms Used in This Administrative Plan

Applicant – an individual or a family that has applied for admission to housing.



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.

Assets – 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

Auxiliary Aids – 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

Bifurcate – 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 §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

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.

Citizen – citizen (by birth or naturalization) or national of the United States. 24CFR §5.504

Congregate Housing Preference – individuals who qualify under the congregate housing preference may be an elderly person or a person with a disability that would reside in an approved congregate housing unit. The purpose of this program is to prevent premature and unnecessary institutionalization of frail elderly, non-elderly disabled, and temporarily disabled persons; provides a variety of innovative approaches for the delivery of meals and nonmedical supportive services while making use of existing service programs; fills gaps in existing service systems; and ensures availability of funding for meals and other programs necessary for independent living. The assisted unit must also meet all requirements under 24CFR §982.609 and payments must be in accordance with 24CFR §§982.607 and 982.608. DHA may approve the admission of this preference through an Approved Referral Agency or if self-certifies and qualifies under this definition.

Co-head of household – one of two persons held responsible and accountable for the family.

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.

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

Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. 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.

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

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

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% of annual income.

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

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)

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.

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

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

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

Elderly Person – a person who is at least 62 years of age. 42 USC 1437a(b)(3)

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 acceptable INS document. 24 CFR §50508

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.

Extremely Low Income Family – a family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD and adjusted for family size.

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:

1. 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
2. Live-in Aides (Definition #35) may also be considered part of the applicant’s/participant’s household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.
3. 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”.

4. for purposes of continued occupancy, the term “family” also includes the remaining member of a resident family with the capacity to execute a lease.

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.

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

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

Head of Household – the family member (identified by the family) who is held responsible and accountable for the family.

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.

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)

Individual with Disabilities, Section 504 definition 24 CFR§8.3 – any person who has a physical or mental impairment that:

1. substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such an impairment.

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”.

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:

1. 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
2. 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.
3. Major life activities are functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
4. “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.
5. “Is regarded as having an impairment” a physical or mental impairment that does not substantially limit one or more major life activities but that is treated as constituting such a limitation; or
6. 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
7. Has none of the impairments defined in this section but is treated as if having such an impairment.

Note: A person would be covered under items 5, 6, and 7 if DHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception.

8. 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.

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.

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 unit except to provide the necessary supportive services. 24 CFR §5.403

1. 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.
2. 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.

At no time will DHA request information related to the nature, extent, diagnosis or treatment of an HCV participant’s health condition.

Lower-Income Household – a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD adjusted for family size. 42 USC 1437a(b)

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

Minor – 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”.

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

Multifamily housing project - for purposes of Section 504, means a project containing five or more dwelling units. 24 CFR §8.3

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

Near-elderly family – 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

Near-elderly person – 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)

Net Family Assets – the net cash value, after deducting reasonable costs that would be incurred in disposing of: 24 CFR §5.603

1. Real property (land, houses, mobile homes)
2. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
3. Cash value of whole life insurance policies
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
5. 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 savings 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.

1. 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

Other Person Under the Voucher Client’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”. 24 CFR §5.A

Person with disabilities<sup>10</sup> 42 USC 1437a(b)(3) – a person<sup>11</sup> who:

1. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,

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<sup>10</sup> NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR §8.4 (c) (2)

<sup>11</sup> A person with disabilities may be a child.

2. Has a physical or mental impairment that:
  - a. Is expected to be of long continued and indefinite duration;
  - b. Substantially impedes his/her ability to live independently; and,
  - c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. 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.

Refusal of Housing – an applicant’s choice not to accept a DHA offer of housing without good cause.

Rejection for Housing – DHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.

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.

Qualified Individual with Disabilities, Section 504 – 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.

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.

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

Service Provider – a person or organization qualified and experienced in the provision of supportive services and 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.

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.



Spouse – the husband or wife of the head of the household.

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.

Tenant Rent – the amount payable monthly by the family as rent to landlord. 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

Total Tenant Payment (TTP) – 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 Voucher Client 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

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 §40. See cross reference to UFAS in 504 regulations, 24 CFR §8.32 (a).

Utilities – 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

Utility Reimbursement – families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

Very Low-Income Family – A very low-income family has an annual Income less than 50% of the Median Annual Income for the area, adjusted for family size, as determined by HUD.

Welfare Assistance – payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

Work Activities – as used in the HUD definitions at 24 CFR §5.603 include:

1. Unsubsidized employment;
2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. 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;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence