



**February 14, 2023**

**A SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF DHA, HOUSING SOLUTIONS FOR NORTH TEXAS WILL TAKE PLACE AT:**

**DHA HEADQUARTERS, 3939 N. HAMPTON ROAD, DALLAS, TEXAS 75212 AT:  
1: 00 P.M. ON TUESDAY, FEBRUARY 21, 2023**

The Commissioners may conduct a closed meeting pursuant to **§551.071** of the Texas Government Code to seek the advice of its attorneys about a pending or contemplated litigation or about a settlement offer; or to consult with its attorney on a matter in which the duty of its attorney under the Texas Disciplinary Rules or Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act and/or pursuant to **§551.072** of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Authority in negotiations with a third person and/or pursuant to **§551.074** of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or charge against any officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

1. Call to Order.
2. Roll Call
3. **Public Hearing:** Public Hearing regarding Proposed Amendment #1 to DHA's 2022-2026 Capital Fund Program Five-Year Action Plan.
4. Recognition of Individuals Wishing to Address the Board.
5. Approval of Minutes: (a.) Business Review Meeting Minutes for September 22, 2022 and November 21, 2022 (b.) December 15, 2022 Board of Commissioners Special Meeting minutes
6. **Presentation:** Year-End Financial Report for **FY2022**
7. Recognition of Individuals Wishing to Address the Board.

**DISCUSSION ITEM(S):**

8. Resolution to Approve Amendment #1 to the DHA 2022 – 2026 Capital Fund Program Five-Year Action Plan. **#5159**
9. Resolution Approving the Comprehensive Operating Budget for the Fiscal Year Beginning January 1, 2023. **#5160.**
10. Resolution for Security Services at DHA Owned Properties. **#5161**
11. Resolution to Replace the HVAC Systems for the Dwelling Units at Frankford Townhomes. **#5162**

12. Resolution to Replace the HVAC Systems for the Single-Family Homes at Lakewest Village. **#5163**
13. Resolution to Replace the HVAC Systems for the Dwellings Units at the Villas of Hillcrest. **#5164**
14. Resolution to Replace Wood Trim, Gutters and Downspouts and Exterior Painting at Wahoo Frazier. **#5165**
15. Resolution to Replace Wood Trim, Gutters and Downspouts and Exterior Painting at Mill City Frazier. **#5166**
16. Resolution to Amend the DHA Admissions and Continued Occupancy Policy. **#5167**
17. Resolution of the Board of Commissioners of DHA, Housing Solutions for North Texas, aka Housing Authority of the City of Dallas Authorizing a Revision to the Personnel Policy. **#5168**
18. Resolution Authorizing an Amendment to the Housing Authority of the City of Dallas Retirement Plan. **#5169**
19. Resolution Authorizing a Member to the Housing Authority of the City of Dallas Retirement Plan Administrative Committee. **#5170**
20. Resolution to Adopt a Change in the Date of DHA's Board of Commissioners' Monthly Scheduled Business Review Meetings (BRM) and Regular Board Meetings (BOC). **#5171**
21. Resolution to Replace HVAC System for the Edgar Ward Community Building. **#5172**
22. A Resolution Authorizing Submission of the Fiscal Year 2022 Section 8 Management Assessment Program (SEMAP) Certification for DHA's Housing Choice Voucher Program. **#5173**
23. Recognition of Individuals Wishing to Address the Board.

**Pursuant to § 46.03 Penal Code (places weapons prohibited) and § 551.001 et. seq, Government Code, a person(s) may not enter this Meeting Room carrying a firearm or other weapon.**

**De acuerdo con § 46.03, Código Penal (lugares donde están prohibidas las armas) y § 551.001 et. seq., Código del Gobierno, gente están prohibidas de entrar con armas o armas ocultas en esta Lugar.**

DHA is a Fair Housing and Equal Opportunity Agency.

DHA does not discriminate on the basis of disability status in admission or access to its federally assisted programs and activities. Persons with disabilities have the right to request reasonable accommodations. DHA's Disability Rights Coordinator coordinates compliance with the nondiscrimination requirements contained in HUD's regulations. DHA Disability Rights Coordinator, 3939 North Hampton Road, Dallas, TX 75212; 469-965-1961 or TTY 711

DHA will not discriminate on the basis of race, color, national origin, religion, sex, disability, familial status, age, sexual orientation, gender identity or marital status.



## MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF DHA HOUSING SOLUTIONS FOR NORTH TEXAS

The Board of Commissioners of DHA Housing Solutions for North Texas met in Special Session on Thursday, December 15, 2022 at 3:08 p.m. at the Housing Authority's Dale V. Kesler Board Room, 3939 N. Hampton Road, Dallas, Texas 75212.

Vice Chairman Pegues called the meeting to order at 3:08 p.m., those present and absent was as follows:

Present: Michael Pegues, Vice Chairman  
Lindsay Billingsley  
Almas Muscatwalla

Absent: Betty Culbreath, Chairwoman  
Sabrina Steward

### **Staff members in attendance:**

Troy Broussard, President/CEO  
David Zappasodi, COO  
Delbra Henderson  
Karon Arnold  
Chetana Chaphekar  
Letetia Patin  
Gregory Mays  
Shannon Bramlet  
Debbie Quitugua  
Marlina Nunez  
Monica Tharp  
Will Sanders  
Maggie Deichert  
Priscylla Bento  
Myrian Igoufe  
Equilla Still  
Laurin Compton  
Brenda R. Fonseca

In the absence of Chairwoman Culbreath, Vice Chairman Pegues duly convened the meeting and the Board transacted the following business.

After roll call by Letetia Patin, general counsel, Vice Chairman Pegues confirmed there was a quorum present. He acknowledged Chairwoman Culbreath and Commissioner Steward were absent.

Mr. Broussard announced recognition of anyone wishing to address the Board. He stated no cards were submitted. No one acknowledged a desire to speak.

Vice Chairman Pegues called for a motion approve the November 1, 2022 Regular Meeting minutes. Upon a motion by Commissioner Billingsley to approve the minutes duly seconded by Commissioner Muscatwalla and unanimously carried the minutes stood approved, subject to any corrections.

Mr. Broussard introduced Resolution #5155, a Resolution to Replace fascia, soffit, wood trim, gutter and downspouts, and exterior painting at Frazier Fellowship.

Upon a motion by Commissioner Billingsley to approve Resolution #5155, duly seconded by Commissioner Muscatwalla and unanimously carried, Resolution 5155 was approved and adopted.

Mr. Broussard introduced Resolution #5156, a Resolution to Replace roofs at Wahoo Frazier.

Upon a motion by Commissioner Billingsley to approve Resolution #5156, duly seconded by Commissioner Muscatwalla and unanimously carried, Resolution #5156 was approved and adopted.

Mr. Broussard introduced Resolution #5157, a Resolution Authorizing the President and Chief Executive Officer to Negotiate and Execute Contracts with Law Firms for Administrative Matters, Bond Counsel, Fair Housing, Real Estate, Residential Landlord/Tenant Matters, Commercial Landlord/Tenant Matters, Labor/Employment, Litigation, Intellectual Property/Trade Mark and General Legal Services.

Mr. Broussard introduced Ms. Letetia Patin, general counsel. Ms. Patin reported the Board of Commissioner's previously approved a slate of nine law firms as legal advisors on June 7, 2022; however, the Board requested DHA to publish a new Request for Proposals in an effort to attract a more diversified slate of law firms and attorneys. DHA received responses from seventeen law firms. DHA reserved the right to issue contracts to more than one qualified firm or individual responding to this Request for Proposals. DHA also reserved the right to issue separate contracts for each of the service areas or may issue one contract for all services.

Ms. Patin expressed her appreciation to Vice Chairman Pegues for his assistance in this process.

Upon a motion by Commissioner Billingsley to approve Resolution #5157, duly seconded by Commissioner Muscatwalla and unanimously carried, Resolution #5157 was approved and adopted.

Mr. Broussard introduced Resolution #5158, a Resolution Authorizing the Write-Off of Uncollectible Accounts from Vacated Tenants for the Period Ending November 30, 2022.

Upon a motion by Commissioner Billingsley to approve Resolution #5158, duly seconded by Commissioner Muscatwalla and unanimously carried, Resolution #5158 was approved and adopted.

Mr. Broussard called for anyone wishing to address the Board. No one responded.

Mr. Broussard presented hi-lights from all Agency departments for the year ending 2022.



Mr. Broussard thanked staff for accomplishments made throughout the year. He expressed his thanks to the Board for lending their talent and attention to the operation of the Agency and presented them with gifts.

There was no further business to come before the Board; the meeting adjourned at 4:20 p.m.

Michael Pegues, Vice Chairman

**MINUTES OF THE  
BUSINESS REVIEW MEETING  
OF THE BOARD OF COMMISSIONERS  
OF DHA, HOUSING SOLUTIONS FOR NORTH TEXAS**

The Business Review Meeting of the Board of Commissioners of DHA, Housing Solutions for North Texas (“DHA”) took place on Thursday, September 22, 2022, 3939 North Hampton Road, Dallas, Texas 75212. Betty Culbreath, Chairman of the Board, called the meeting to order at approximately 10:17 a.m.

**Commissioner(s) Present:**

Betty Culbreath, Chair  
Michael Pegues, Vice Chair  
Sabrina Stewart, Commissioner  
Lindsey Billingsley, Commissioner

**Absent:**

James Garner, Commissioner

**DHA Staff Present:**

Troy Broussard, President/CEO  
David Zappasodi, Sr. Vice President/COO  
Chetana Chaphaker, Chief Financial Officer  
Brooke Etie, Vice President of Voucher Programs  
Timothy Lott, Vice President Capital Development  
Debbie Quitugua, Director, Capital Technical Programs  
Dr. Priscylla Bento, Director of Resident Services  
Shannon Bramlett, Director Housing Operations  
Griselda Prado, Director Housing Services, Voucher Program  
Dr. Maggie Deichert, Vice President of Policy Development and Research  
Letetia Patin, General Counsel  
Laurin Compton, Staff Attorney  
Valeria Gray, Paralegal  
Marlina Nunez, Controller  
William Sanders,

**Guests:**

Kenneth Hogg

Chair Culbreath advised DHA Staff should feel good about the job they do to further DHA’s mission.

## Board Agenda Review and Agency/Departmental Updates

Mr. Broussard updated the Board on relevant National and Local matters:

- HUD Secretary will be in Fort Worth on October 21, 2022
- Fund \$5M for various programs
  - VASH – 600 vouchers and applied for 20 additional vouchers - Chair Culbreath stated DHA would have to take referrals from MDHA. Chair Culbreath inquired if DHA could refer people.
  - Stability Vouchers – 200 vouchers
  - Fair Share - 121 vouchers effective October 1, 2022
  - Family Self-Sufficiency (FSS) program pays for case managers salaries
    1. Base model customer management sales force software
  - Continuum of Care
    1. Continuum of Care (City of Dallas) contract with MDHA
    2. DHA Action Letter of Support
      - a. Existence future vouchers
      - b. Emergency housing
      - c. Stability vouchers
      - d. Collaboration
- Child Poverty Action Lab (CPAL) with the City of Dallas
  - Services low-income families
  - Data driven policy purpose to decrease families by 50%
- Improve the use of vouchers in the market place
  - Change the perception of the voucher holder
- DHA has entered into an Interlocal Agreement with the City of Dallas regarding inspections, code violation (City of Dallas Chapter 27)

We anticipate a shortfall in the HCV Program of approximately 15k vouchers

The Board announced recess at 11:00 a.m. and reconvened at 12:06 p.m.

- Walker Consent Decree
  - 50 vouchers must be leased during the shortfall
  - HUD recommends a freeze



- Lease negotiations are pending with the following:
  - University of Houston optometrist (eyeglasses)
  - West Dallas Multipurpose Facility
  - Mark Cuban Foundation
  - (Frankford) Choice Leadership Academy
    - Possible merger with another school
    - DHA has to review the lease regarding partnership
  - Headstart (Frazier Court and Buckeye)
    - Change at Roseland to repurpose one building for infant care currently its serving as an administrative building pending infant care accreditation
    - Cedar Springs closed due to lack of interest
    - Lakewest no changes
- Communication Strategy

#### Press Release

Fannie Mae announcement they will accept vouchers  
VASH Stability Vouchers  
Mavericks  
Parkland

- National Public Land Day

9/24/22 Clean up Fishtrap Lake with Toyota

- REAC Inspection

Barbara Jordan scored within the 89% percentiles

The Board announced Executive Session at 12:48 p.m. and reconvened at 1:11 p.m.

There being no further business the Board adjourned at 1:11 p.m.



**MINUTES OF THE  
BUSINESS REVIEW MEETING  
OF THE BOARD OF COMMISSIONERS  
OF DHA, HOUSING SOLUTIONS FOR NORTH TEXAS**

The Business Review Meeting of the Board of Commissioners of DHA, Housing Solutions for North Texas (“DHA”) took place on Monday, November 21, 2022, 3939 North Hampton Road, Dallas, Texas 75212. Betty Culbreath, Chairman of the Board, called the meeting to order at approximately 10:16 a.m.

Commissioner(s) Present:

Betty Culbreath, Chair  
Michael Pegues, Vice Chair  
Sabrina Stewart, Commissioner  
Lindsey Billingsley, Commissioner  
Almas Muscatwalla, Commissioner

Absent:

Michael Pegues, vice chair

DHA Staff Present:

Troy Broussard, President/CEO  
Chetana Chaphaker, Chief Financial Officer  
Brooke Etie, Vice President of Voucher Programs  
Debbie Quitugua, Director, Capital Technical Programs  
Karon Arnold, Director of Compliance  
Monica Tharp, Director of Human Resources  
Dr. Priscylla Bento, Director of Resident Services  
Letetia Patin, General Counsel  
Laurin Compton, Staff Attorney  
Greg Mays, Special Counsel  
Valeria Gray, Paralegal  
Marlina Nunez, Controller

**Board Agenda Review and Agency/Departmental Updates**

Mr. Broussard updated the Board on relevant National and Local matters:

- VASH – we currently have 1000 vouchers of which 490 have been allocated for emergency and we are in receipt of 20 additional vouchers
- Family Self Sufficiency (FSS) general overview
  1. Escrow 5 years
  2. Board approved the Action Plan and it has been submitted to HUD
  3. Pending \$1.9M grant will cover Staff for 2 years

4. 2023 wrap all Quality of Life Programs under 1 department head, pending December board meeting
- Stability Vouchers will have additional new funding in 2023
    1. Fair Share Allocation
      - a. 127 new tenant based vouchers
      - b. DHA will seek the VASH and unification vouchers
  - City Updates
    1. \$14M stimulus funds received
    2. Approved hotel sales tax
      - a. Fair Park improvements
      - b. Convention Center improvements
      - c. Dallas Real Time Rapid Rehousing
        - i. Meeting pending with the City for December
    3. Emergency Rental Assistance Program (ERAP) – \$19M DHA to distribute the funds
  - Emergency Rental Assistance Program (ERAP)  
DHA pledge all funds \$19M
  - Organizational
    1. 2023 DHA budget approval pending
    2. 2023 Department Goals
  - Housing Operations and HCV Program  
Mapping out a new workflow as to what steps are being taken to house people
  - Recognition of Outgoing Board Commissioners  
Reception pending February
  - Recognition of Former DHA Employees
    1. DHA to establish a scholarship in honor of deceased employee
    2. Scholarship will be distributed by Opportunity Rising
  - Secretary Jackson Honor
    1. Pending March or April
    2. Renaming DHA Head Quarters
    3. Planning outline in process
  - Press Release Issued
    1. Parkland Partnership
    2. ERAP II
    3. Fannie Mae

4. HUD Rating
  5. New Commissioner Appointment
  6. New Project Based Voucher
  7. Fair Share Allocation
- Year-end Board of Commissioners Dinner pending for December
  - Update regarding Housing Operations and Voucher Program
    1. REAC inspections are in process, most properties are scoring in the 90% percentile
    2. Cedar Springs and Rhodes Terrace are vacant lots which can be developed on a short timeline
    3. Debbie Quitugua to provide the Board with a copy of the spreadsheet listing the properties and timeline for each property phrase that the Board approved
    4. Chapter 27 City Ordinance Housing Quality Standards
      - a. Abate payment to landlords
      - b. HUD approved the amendment to stop payment to landlords in violation
    5. Third party security assigned to DHA properties
  - December Board Resolutions
    1. Year-end Write Off
    2. RFP for Legal Services recommendations
    3. 2023 Budget
    4. 2023 Organization Lead Policy Vision Goals and Objectives

There being no further business the Board adjourned at 12:22 p.m.



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Delbra Henderson  
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Gregory Mays  
Shannon Bramlet  
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Marlina Nunez  
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Will Sanders  
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Equilla Still  
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In the absence of Chairwoman Culbreath, Vice Chairman Pegues duly convened the meeting and the Board transacted the following business.



After roll call by Letetia Patin, general counsel, Vice Chairman Pegues confirmed there was a quorum present. He acknowledged Chairwoman Culbreath and Commissioner Steward were absent.

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Mr. Broussard thanked staff for accomplishments made throughout the year. He expressed his thanks to the Board for lending their talent and attention to the operation of the Agency and presented them with gifts.

There was no further business to come before the Board; the meeting adjourned at 4:20 p.m.

Michael Pegues, Vice Chairman

**RESOLUTION NO. 5159**

**RESOLUTION TO APPROVE THE DHA  
AMENDMENT #1 TO THE DHA 2022 – 2026 CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN**

**WHEREAS**, DHA *Housing Solutions for North Texas* has prepared Amendment #1 to the DHA 2022 – 2026 Capital Fund Program Five-Year Action Plan in accordance with applicable federal statutory and regulatory requirements; and

**WHEREAS**, the Amendment has been posted for a minimum of 45-days, reviewed by the Resident Advisory Board and a public hearing has been held to obtain public comment regarding the Amendment,

**NOW THEREFORE, BE IT RESOLVED THAT,**

The DHA Board of Commissioners hereby approves Amendment #1 to the DHA 2022 – 2026 Capital Fund Program Five-Year Action Plan and authorizes submission of Amendment to the U.S. Department of Housing and Urban Development.

**PASSED** this 21<sup>st</sup> day of February, 2023.

ATTEST:

\_\_\_\_\_  
Betty Culbreath, Chairwoman

\_\_\_\_\_  
Troy Broussard, President/CEO and Secretary



*Memorandum*

**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President & CEO

**SUBJECT:** Resolution To Approve Amendment #1 to the DHA 2022 – 2026 Capital Fund Program Five-Year Action Plan

**DATE:** February 21, 2023

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**I. Statement of Issue**

Request the Board of Commissioners to approval Amendment #1 to the DHA 2022 – 2026 Capital Fund Program (CFP) Five-Year Action Plan.

**II. Prior Board Action**

The DHA Board of Commissioners annually approves the CFP Five-Year Action Plan, prior to its submission to HUD. The 2022 – 2026 Action Plan was approved by the Board of Commissioners on October 12, 2021.

**III. Background and History**

Federal statute requires public housing authorities to prepare a five-year Capital Fund Program Action Plan reflecting the capital needs of each authority. While housing authorities are required to submit a five-year plan, the amount awarded varies annually. DHA receives approximately \$7 million annually from the Capital Fund Program for public housing improvements. In 2022 DHA received \$7,815,565. Along with the Plan, housing authorities are required to define a “Signification Amendment or Modification” to the Action Plan. DHA’s HUD-approved definition is provided below:

“DHA will use the following definition for “Substantial Deviation” and “Significant Amendment or Modification” to the CFP Five-Year Action Plan:

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

Any change with regard to demolition or disposition, creation of a homeownership program; Capital Fund financing; development or mixed-finance proposal.

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

DHA desires to amend the 2022-2026 Action Plan to include non-emergency work at Roseland Homes and Rhoads Terrace. This work will include security improvements and a vehicular access

control system at Roseland Homes (approximately \$1.3 million) and architectural and engineering work at Rhoads Terrace (\$975,000). DHA had previously budgeted approximately \$2.3 million for repairs to the single family homes. The remaining funds available for these repairs have been reduced to approximately \$47,000 due to the more pressing security improvements needed at Roseland and architectural work at Rhoads Terrace to begin its redevelopment. DHA will continue to fund improvements to the single-family homes in the current year on an as needed bases and revisit planned improvements to the single-family homes next year.

**IV. Status of Current Action**

The proposed Amendment #1 to DHA's 2022 – 2026 Capital Fund Program Five-Year Action Plan has been prepared and posted for comment for a minimum of 45-days as required by federal statute. The proposed Amendment was posted on DHA's website and made available for public review at DHA's offices, including DHA Services HQ facility and all DHA Public Housing sites. Additionally, a copy of the proposed CFP Amendment was distributed to each member of the Resident Advisory Board (RAB) member and Resident Council President in December 2022. The proposed Amendment was reviewed with the RAB on January 11, 2023.

The 45-day public comment period ended on February 1, 2023. DHA received no written comments regarding the Amendment.

A copy of the proposed Amendment was provided to the City of Dallas for review. The City has provided its Certification of Consistency with the City's Consolidated Plan.

The required public hearing for the Amendment is scheduled for February 21<sup>st</sup> at the beginning of the Board of Commissioners meeting. Following Board approval, the Amendment will be submitted to HUD for approval.

**V. Recommendation**

It is recommended the Board approve the attached resolution approving Amendment #1 to the DHA 2022 – 2026 Capital Fund Program Five-Year Action Plan



**Resolution No. 5160**

**Resolution Approving the Comprehensive Operating Budget for the  
Fiscal Year Beginning January 1, 2023**

**WHEREAS**, The Commissioners of the DHA, serving North Texas have reviewed the Comprehensive Operating Budget for FY2023 and do find:

- 1) That the proposed expenditures are necessary for the efficient and economical operation of the program for the purpose of serving low-income families.
- 2) That the proposed expenses include up to 5% for cost of living salary adjustment.
- 3) That the financial plan is reasonable in that it includes sources of funding adequate to cover all proposed expenditures.

**NOW, THEREFORE, BE IT RESOLVED**, that the Comprehensive Operating Budget, a copy of which is attached, is hereby approved by the Board of Commissioners of the DHA and the President and CEO is hereby authorized to take any and all necessary actions including staff re-alignment to achieve compliance with regulations governing asset based management, budgeting and accounting and maintain fiscal and operational efficiency of the Housing Authority.

**IT IS FURTHER RESOLVED**, that actions necessary to comply with HUD mandated asset based management, other regulatory standards and prudent business practices will be taken by the President and CEO now and / or at appropriate time for implementation.

This resolution shall be in full force and effect from and upon its adoption.

PASSED this 21st day of February, 2023.

ATTEST

\_\_\_\_\_  
Betty Culbreath, Chair

\_\_\_\_\_  
Troy Broussard, Secretary

**DHA  
EXECUTIVE SUMMARY**

**TO:** DHA Commissioners  
**FROM:** Troy Broussard, President & CEO  
**SUBJECT:** **FY2023 Comprehensive Operating Budget**  
**DATE:** **February 21, 2023**

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**I. Statement of Issue**

Request to approve and implement FY2023 Comprehensive Operating Budget for HUD Operating Programs.

**II. Background/History**

DHA Board approval is required to implement Operating Budgets for all HUD Operating Programs. Enclosed Budget document represents necessary estimates of revenues and expenses based on the current experience and industry expert opinions.

**III. Status of Current Action**

Board approval is required to adopt the FY2023 Operating Budgets.

**IV. Recommendation**

It is recommended that the enclosed FY2023 Comprehensive Budget be approved for implementation.

**PHA Board Resolution**  
Approving Operating Budget

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp.12/31/2012)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Dallas Housing Authority PHA Code: TX009

PHA Fiscal Year Beginning: January 1, 2023 Board Resolution Number: 5160

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: February 21, 2023
- Operating Budget submitted to HUD, if applicable, on: \_\_\_\_\_
- Operating Budget revision approved by Board resolution on: \_\_\_\_\_
- Operating Budget revision submitted to HUD, if applicable, on: \_\_\_\_\_

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: <b>Betty Culbreath</b>	Signature:	Date: <b>02/21/2023</b>
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**RESOLUTION # 5161**

**RESOLUTION FOR SECURITY SERVICES AT DHA OWNED PROPERTIES**

**WHEREAS**, DHA *Housing Solutions for North Texas* is responsible to provide quality affordable housing and access to supportive services to qualified residents; and

**WHEREAS**, DHA seeks the services of a qualified security services provider to deliver security services at each of the developments owned and operated by DHA as rental housing; and

**WHEREAS**, DHA solicited requests for proposals to qualified vendors for security services; and

**WHEREAS**, DHA received and carefully evaluated three proposals received from qualified vendors; and

**WHEREAS**, the successful bidder will be responsible to provide security services as may be required at each of DHA's properties after DHA's regular business hours.

**NOW, THEREFORE,**

**BE IT RESOLVED** by the DHA Board of Commissioners that the President and CEO, or his designee, is hereby authorized to negotiate and execute contract for security services with Jet Security, LLC for an initial term of three-years with the option for two additional one-year terms.

PRESENTED AND PASSED on this the 21st day of February 2023, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a special meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chairwoman

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary

## MEMORANDUM

**TO:** DHA Board of Commissioners  
**FROM:** Troy Broussard, President and CEO  
**SUBJECT:** Resolution for security services at DHA owned properties  
**DATE:** February 21, 2023

I. Statement of Issue

DHA seeks Board of Commissioner authorization to negotiate and execute a contract with the most responsive, most responsible bidder for security services at the DHA owned properties. Additionally, DHA is required to obtain Board approval for expenditures in excess of \$100,000.

II. Background/History

DHA advertised solicitations requesting proposals from qualified firms to provide security services at DHA owned properties to become effective in 2023. DHA's current service provider is the Congregational Security Services, whose contract will expire in April 2023. DHA expended \$1.7M in 2022 for Security Services.

III. Status of Current Action

DHA received three proposals from qualified firms. The DHA evaluation panel carefully reviewed the proposals received. DHA has determined that Jet Security, LLC is the most responsive, most responsible bidder. The security services proposal includes all DHA rental properties consisting of 3,604 rental units and DHA's two administrative facilities on Lonestar and North Hampton Road.

IV. Recommendation

It is recommended that the resolution for the award of the contract for security services to Jet Security, LLC be approved.

V. Jet Security Background Summary

Jet Security, LLC, based in Arlington, Texas, is a 49% woman owned business with 200 employees, of which 77 percent are minority. The firm provides security services for the Department of Defense, Department of Justice Federal Bureau of

Prisons, school districts, private sector businesses and various public housing authorities.

VI. DHA Panel Evaluation Scores

CRITERIA		Jet Security, LLC	Perimeter Security	Blackheart Industries
1	Price			
2	Experience			
3	Capacity			
4	Minority Business/HUB Certification			
<b>TOTAL</b>		<b>75</b>	<b>70</b>	<b>73</b>

MINORITY BUSINESS ENTERPRISES (MBE), WOMAN-OWNED BUSINESS ENTERPRISES (WBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB), AND/OR SECTION 3 BUSINESS CONCERN STATUS

It is the intent of the Housing Authority of the City of Dallas, Texas (DHA) to assure that Minority Business Enterprises (MBE), Women-Owned Business Enterprises, Historically Underutilized Businesses (HUBs) and Section 3 Business Concerns have an equal opportunity to participate in DHA's purchasing and contracting activities.

- A. The offeror has represented as part of its offer that it  is  is not a **Minority-Owned Business**, which is defined as a business which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

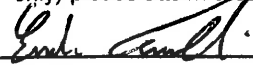
Please indicate which minority group you qualify under:  Black or African American;  Hispanic American;  Asian Pacific American;  Hasidic Jewish American;  Asian Indian American;  Native American; or,  other (specify) \_\_\_\_\_

- B. The offeror has represented as part of its offer that it  is  is not a **Woman-Owned Business/Enterprise (WBE)**, which is defined as a business which is at least 51 percent owned by one or more women; or, in the case of a publicly owned business, one in which at least 51 percent of its voting stock is owned by one or more women, and whose management and daily business operations are controlled by one or more such individuals.

- C. The offeror has represented as part of its offer that it  is  is not an **Historically Underutilized Business (HUB)** as defined in Vernon's Texas Codes Annotated, Government Code, §2161.001 as an entity with its principal place of business in this state (Texas) that is: (a) a corporation formed for the purpose of making a profit in which 51% or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (b) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person; (c) a partnership formed for the purpose of making a profit in which 51% or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (d) a joint venture in which each entity in the venture is a Historically Underutilized Business, as determined under another paragraph of this subdivision; or, (e) a supplier contract between a Historically Underutilized Business as determined under another paragraph of this subdivision and a prime contractor under which the Historically Underutilized Business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

- D. The offeror has represented as part of its offer that it  is  is not a **Section 3 Business Concern** is defined in 24 CFR, Section 135 as a business (a) that is 51 percent or more owned by section 3 residents; or (b) whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "section 3 business concern."

If you have been certified by the North Central Texas Regional Certification Center (minority- or women-owned business certification only), DFW Minority Business Development Council (minority- or women-owned business certification only), the Texas Building and Procurement Commission (minority- and women-owned business and HUB certification only) and/or the Housing Authority of the City of Dallas, Texas (Section 3 business certification only) please attach a copy of the Certification(s).

  
SIGNATURE

Endri Cenolli  
PRINT OR TYPE NAME

Jet Security, LLC  
COMPANY NAME (

9/12/2022

**PROFILE OF FIRM FORM**

- (1) Name of Firm: Jet Security, LLC  
 (2) Contact Person: Endri Cenolli  
 (3) Address: 1321 W Rendel Mill Rd  
 (4) City, State, Zip: Arlington, TX 76012  
 (5) Telephone: 832-657-4767  
 (6) Fax: 781-326-2420 Email: ecenolli@jetsecurityprod.com  
 (7) Please include the following information:  
 a. Tax ID Number; 61-1676661  
 b. Year firm established; 2008  
 c. Year firm established in Dallas/Fort Worth; 2019  
 d. Former name of firm and year established (if applicable); N/A  
 e. Name of parent company and date of acquisition (if applicable); N/A

(8) Identify Principals/Partners in firm:

NAME	TITLE	% OF OWNERSHIP
Endri Cenolli	Owner	51%
Suzela Cenolli	Owner	49%

(9) Identify the individuals that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE
Endri Cenolli	Owner
Jammy Crescini	Manager / Dallas
Charles Cate	Supervisor / Dallas

(10) **Debarred Statement:** Has this firm, or any of its principal(s), ever been debarred from providing any services to the Federal Government (including, but not limited to HUD), any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes  No

(If yes, please attach a full detailed explanation, including dates, circumstances and current status.)

Signature: Endri Cenolli Printed Name: Endri Cenolli  
 Company: Jet Security, LLC Date: 9/12/2022

EQUAL EMPLOYMENT OPPORTUNITY - EMPLOYER INFORMATION REPORT

Name of Firm: Jet Security, LLC  
 Address: 1321 W Road 1 Mill Rd  
 City, State, ZIP: Arlington, Texas 76012  
 Telephone: 832-657-4767

JOB CATEGORIES	OVERALL TOTALS	MALE					FEMALE				
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
Officials and Managers	20	5	2	5			2	4	2		
Professionals <i>6000s</i>	180	30	50	40	10		10	25	15		
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers											
Service Workers											
TOTAL	200	35	52	45	10		12	29	17		

Signature: 

Date: 9/12/2022

**Procurer: David Zappasodi**  
**Department: Executive Office**  
**Procurement of: Jet Security, LLC**  
**Minority Status: None**  
**Goods or Services: Security Law Enforcement Services (RFP-2022-16)**  
**Method: Request for Proposals**  
**Cost: To be determined per assigned Property and in accordance with the Proposal**  
**Term: Three years with an option to extend up to Two additional One year term**

**Procurement: Approved 01-17-23**  
**Insurance: Pending Approval**  
**Contract: Approved as to form 01-17-23**

**Board Approval:** DHA Board of Commissioners approval is required prior to the award of the Contract

**Contract # / Date \_\_\_\_\_**

Based upon my review of the procurement documents provided by staff, I have determined that the procurement requirements have been met. The procurement is approved.

Finally, the proposed contract is approved as to form. You may provide the vendor with four (4) counterpart originals for execution. Please make certain that all exhibits referred to in the contract are attached to the execution copies.

Once you have obtained the vendor's signature you are to forward the four (4) counterpart originals along with the procurement approval letter to Mr. Troy Broussard, President/CEO or Chetana Chaphekar, CFO/Contracting Officer for the execution of the contract. DHA contract number will then be assigned to the original signed copies of the contract. The Executive office will retain one original copy for the vault, I will retain one original copy for my records, and the remaining two originals will be given to you for your records and for the contractor's records.

**PLEASE MONITOR THIS CONTRACT CLOSELY TO MAKE CERTAIN THAT WORK DOES NOT EXTEND PAST THE TERM LENGTH AND THAT EXPENDITURES DO NOT EXCEED THE CONTRACT'S MONETARY LIMITS.**



**Syed Raza**  
Director of Procurement  
[www.dhantx.com](http://www.dhantx.com)  
[Syed.Raza@dhantx.com](mailto:Syed.Raza@dhantx.com)  
Office: 214-951-8452 Fax: 214-224-4980

**Resolution NO. 5162**

**Resolution to Replace HVAC Systems for the  
Dwelling Units at Frankford Townhomes**

**WHEREAS**, DHA's mission is to provide affordable quality housing and access to supportive resources across north Texas; and

**WHEREAS**, Frankford Townhomes is a DHA owned 76-unit multi-family rental development in DHA's public housing program; and

**WHEREAS**, DHA has determined it is necessary and appropriate to replace the Heating and Ventilation Air Conditioning (HVAC) system at each dwelling unit at Frankford Townhomes as the HVAC units have reached the end of their life cycle; and

**WHEREAS**, DHA determined it appropriate to procure the replacement of the HVAC units utilizing a HUD approved alternative purchasing method whereby DHA selected the Interlocal Purchasing System (TIPS), a cooperative purchasing organization dedicated to serving state and local government and related entities, where Elstonaire, Inc. is identified as an approved vendor procured by TIPS ; and

**WHEREAS**, DHA has determined Elstonaire, Inc. is a qualified contractor who has demonstrated the capacity and knowledge to perform the work; and

**WHEREAS**, the funds for this project are available from the 2021 Capital Fund Program; and

**WHEREAS**, Elstonaire, Inc. has provided a price of Five Hundred Twenty-Five Thousand One Hundred and Sixty dollars (\$525,160.00) which is a fair and reasonable price for the scope of work for this project,

**NOW THEREFORE, BE IT RESOLVED BY THE DHA BOARD OF COMMISSIONERS THAT,**

The DHA President and CEO or his designee is hereby authorized to enter into a contract with Elstonaire, Inc. for the replacement of HVAC systems at Frankford Townhomes.

**PASSED** this 21<sup>st</sup> day of February, 2023.

\_\_\_\_\_  
Betty Culbreath, Chairwoman

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary





*Memorandum*

**TO:** DHA Board of Commissioners  
**FROM:** Troy Broussard, President & CEO  
**SUBJECT:** Resolution to Replace the HVAC Systems for the Dwelling Units at Frankford Townhomes  
**DATE:** February 21, 2023

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**I. Statement of Issue**

DHA has determined it necessary and appropriate to replace the HVAC systems for the 76 dwelling units at Frankford Townhomes, as the existing HVAC units have reached the end of their life cycle.

**II. Prior Board Action**

None

**III. Background and History**

The scope of work includes, but is not limited to furnishing and installing all materials, supplies, equipment and labor to replace the HVAC systems at all the dwelling units at Frankford Townhomes.

**IV. Status of Current Action**

Estionaire has provided pricing for the work in accordance with their contract on the Interlocal Purchasing System (TIPS). Elstonaire will be installing SEER 2/15 Energy Star Series at each dwelling unit. Installation will include the removal and disposition of all older equipment, new digital non programmable thermostats, new flex gas lines, gas drip legs, and permits. Total expense will be \$525,160.00.

**V. Recommendation**

It is recommended the Board of Commissioners authorize the President and CEO to execute a contract with Elstonaire, Inc. for the replacement of the HVAC systems at each dwelling unit at Frankford Townhomes.

**Resolution NO. 5163**

**Resolution to Replace HVAC Systems for the  
Single Family Homes at Lakewest Village**

**WHEREAS**, DHA's mission is to provide affordable quality housing and access to supportive resources across north Texas; and

**WHEREAS**, Lakewest Village is a DHA owned 50-unit single-family rental development in DHA's public housing program; and

**WHEREAS**, DHA has determined it is necessary and appropriate to replace the Heating and Ventilation Air Conditioning (HVAC) system at each house at Lakewest Village as the HVAC units have reached the end of their life cycle; and

**WHEREAS**, DHA determined it appropriate to procure the replacement of the HVAC units utilizing a HUD approved alternative purchasing method whereby DHA selected the Interlocal Purchasing System (TIPS), a cooperative purchasing organization dedicated to serving state and local government and related entities, where Elstonaire, Inc. is identified as an approved vendor procured by TIPS ; and

**WHEREAS**, DHA has determined Elstonaire, Inc. is a qualified contractor who has demonstrated the capacity and knowledge to perform the work; and

**WHEREAS**, the funds for this project are available from the 2020 Capital Fund Program; and

**WHEREAS**, Elstonaire, Inc. has provided a price of Three Hundred Forty-Five Thousand Five Hundred dollars (\$345,500) which is a fair and reasonable price for the scope of work for this project,

**NOW THEREFORE, BE IT RESOLVED BY THE DHA BOARD OF COMMISSIOENRS THAT,**

The DHA President and CEO or his designee is hereby authorized to enter into a contract with Elstonaire, Inc. for the replacement of HVAC systems at Lakewest Village.

**PASSED** this 21<sup>st</sup> day of February 2023.

\_\_\_\_\_  
Betty Culbreath, Chairwoman

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



*Memorandum*

**TO:** DHA Board of Commissioners  
**FROM:** Troy Broussard, President & CEO  
**SUBJECT:** Resolution to Replace the HVAC Systems for the Single Family at Lakewest Village  
**DATE:** February 21, 2023

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I. **Statement of Issue**

DHA has determined it necessary and appropriate to replace the HVAC systems for the 50 single family homes at Lakewest Village, as the existing HVAC units have reached the end of their life cycle.

II. **Prior Board Action**

None

III. **Background and History**

The scope of work includes, but is not limited to furnishing and installing all materials, supplies, equipment and labor to replace the HVAC systems at all the single family homes at Lakewest Village.

IV. **Status of Current Action**

Elstonaire has provided pricing for the work in accordance with their contract on the Interlocal Purchasing System (TIPS). Elstonaire will be installing SEER 2/15 Energy Star Series at each house. Installation will include the removal and disposition of all older equipment, new digital non programmable thermostats, new flex gas lines, gas drip legs, and permits. Total expense will be \$345,500.00.

V. **Recommendation**

It is recommended the Board of Commissioners authorize the President and CEO to execute a contract with Elstonaire, Inc. for the replacement of the HVAC systems at each single family home at Lakewest Village.

**Resolution NO. 5164**

**Resolution to Replace HVAC Systems for the  
Dwelling Units at the Villas of Hillcrest**

**WHEREAS**, DHA's mission is to provide affordable quality housing and access to supportive resources across north Texas; and

**WHEREAS**, the Villas of Hillcrest is a DHA owned 40-unit multi-family rental development in DHA's public housing program; and

**WHEREAS**, DHA has determined it is necessary and appropriate to replace the Heating and Ventilation Air Conditioning (HVAC) system at each dwelling unit at the Villas of Hillcrest as the HVAC units have reached the end of their life cycle; and

**WHEREAS**, DHA determined it appropriate to procure the replacement of the HVAC units utilizing a HUD approved alternative purchasing method whereby DHA selected the Interlocal Purchasing System (TIPS), a cooperative purchasing organization dedicated to serving state and local government and related entities, where Elstonaire, Inc. is identified as an approved vendor procured by TIPS ; and

**WHEREAS**, DHA has determined Elstonaire, Inc. is a qualified contractor who has demonstrated the capacity and knowledge to perform the work; and

**WHEREAS**, the funds for this project are available from the 2021 Capital Fund Program; and

**WHEREAS**, Elstonaire, Inc. has provided a price of Two Hundred Thirty-Three Thousand Six Hundred dollars (\$233,600.00) which is a fair and reasonable price for the scope of work for this project,

**NOW THEREFORE, BE IT RESOLVED BY THE DHA BOARD OF COMMISSIOENRS THAT,**

The DHA President and CEO or his designee is hereby authorized to enter into a contract with Elstonaire, Inc. for the replacement of HVAC systems at the Villas of Hillcrest.

**PASSED** this 21<sup>st</sup> day of February 2023.

\_\_\_\_\_  
Betty Culbreath, Chairwoman

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



*Memorandum*

**TO:** DHA Board of Commissioners  
**FROM:** Troy Broussard, President & CEO  
**SUBJECT:** Resolution to Replace the HVAC Systems for the Dwelling Units at the Villas of Hillcrest  
**DATE:** February 21, 2023

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**I. Statement of Issue**

DHA has determined it necessary and appropriate to replace the HVAC systems for the 40 dwelling units at the Villas of Hillcrest, as the existing HVAC units have reached the end of their life cycle.

**II. Prior Board Action**

None

**III. Background and History**

The scope of work includes, but is not limited to furnishing and installing all materials, supplies, equipment and labor to replace the HVAC systems at all the dwelling units at the Villas of Hillcrest.

**IV. Status of Current Action**

Estionaire has provided pricing for the work in accordance with their contract on the Interlocal Purchasing System (TIPS). Elstonaire will be installing SEER 2/15 Energy Star Series at each dwelling unit. This project will consist of converting straight air conditioning systems to heat pumps. Installation will also include new digital non programmable thermostats and permits. Total expense will be \$233,600.00.

**V. Recommendation**

It is recommended the Board of Commissioners authorize the President and CEO to execute a contract with Elstonaire, Inc. for the replacement of the HVAC systems at each dwelling unit at the Villas of Hillcrest.

**Resolution No. 5165**

**RESOLUTION TO REPLACE WOOD TRIM,  
GUTTERS AND DOWNSPOUTS, AND  
EXTERIOR PAINTING AT WAHOO FRAZIER**

**WHEREAS**, DHA's mission is to provide affordable quality housing and access to supportive resources across North Texas; and

**WHEREAS**, bid contract documents and specifications have been prepared for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier, consisting of 23 apartment buildings;

**WHEREAS**, after public advertising, sealed bids have been received, and publicly opened and read aloud;

**NOW, THEREFORE, BE IT RESOLVED that:**

1) The DHA President and CEO or his designee is authorized to award a contract for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier to the lowest most responsible and responsive bidder; and

2) The DHA President & CEO is authorized to serve as the Contracting Officer for the Authority in the administration of the above said contract or to designate a person to serve in his stead.

**Presented and Passed** on this 21st day of February, 2023 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a special meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President and CEO

**SUBJECT:** Resolution to Replace Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier

**DATE:** February 21, 2023

**COPIES:** File

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**I. Description of Action to be Taken**

DHA solicited competitive bids through IFB-2022-24 to Replace Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier.

**II. Background and History**

The scope of work includes but is not limited to furnishing and installing all materials, supplies, equipment and labor to complete the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier. Bid Contract Documents and Specifications were prepared and invitations were published for this work in accordance with State law and applicable federal regulations.

**III. Status of Current Action**

The bid documents were publicly posted and were both mailed and electronically delivered to 295 contractors on the DHA bidders list. Four (4) bids were received. The bidding process has been completed and the lowest most responsible and responsive bidder is BR General Contractors. BR General Contractors is a Woman-Owned Business/Enterprise (WBE). Procurement requirements have been met for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier.

**IV. Recommendation**

It is recommended that the resolution for the award of the Contract to BR General Contractors for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier for an amount of \$217,995.00 be approved.

## Minority Business Status

### MINORITY BUSINESS ENTERPRISES (MBE), WOMAN-OWNED BUSINESS ENTERPRISES (WBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB), AND/OR SECTION 3 BUSINESS CONCERN STATUS

It is the intent of DHA to assure that Minority Business Enterprises (MBE), Women-Owned Business Enterprises, Historically Underutilized Businesses (HUBs) and Section 3 Business Concerns have an equal opportunity to participate in DHA's purchasing and contracting activities.

- A. The offeror has represented as part of its offer that it  is  is not a **Minority-Owned Business**, which is defined as a business which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

Please indicate which minority group you qualify under:  Black or African American;  Hispanic American;  Asian Pacific American;  Hasidic Jewish American;  Asian Indian American;  Native American; or,  other (specify) \_\_\_\_\_

- B. The offeror has represented as part of its offer that it  is  is not a **Woman-Owned Business/Enterprise (WBE)**, which is defined as a business which is at least 51 percent owned by one or more women; or, in the case of a publicly owned business, one in which at least 51 percent of its voting stock is owned by one or more women, and whose management and daily business operations are controlled by one or more such individuals.
- C. The offeror has represented as part of its offer that it  is  is not an **Historically Underutilized Business (HUB)** as defined in Vernon's Texas Codes Annotated, Government Code, §2161.001 as an entity with its principal place of business in this state (Texas) that is: (a) a corporation formed for the purpose of making a profit in which 51% or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (b) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person; (c) a partnership formed for the purpose of making a profit in which 51% or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (d) a joint venture in which each entity in the venture is a Historically Underutilized Business, as determined under another paragraph of this subdivision; or, (e) a supplier contract between a Historically Underutilized Business as determined under another paragraph of this subdivision and a prime contractor under which the Historically Underutilized Business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- D. The offeror has represented as part of its offer that it  is  is not a **Section 3 Business Concern** is defined in 24 CFR, Section 135 as a business (a) that is 51 percent or more owned by section 3 residents; or (b) whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "section 3 business concern."

If you have been certified by the North Central Texas Regional Certification Center (minority- or women-owned business certification only), DFW Minority Business Development Council (minority- or women-owned business certification only), the Texas Building and Procurement Commission (minority- and women-owned business and HUB certification only) and/or DHA (Section 3 business certification only) please attach a copy of the Certification(s).

Bradley Matejek  
SIGNATURE

Bradley Matejek  
PRINT OR TYPE NAME

BR General Contractors, LLC  
COMPANY NAME (Offeror)

1/9/2023  
DATE



**BID TABULATION SHEET (IFB 2022-24)**  
**REPLACEMENT OF WOOD TRIM, GUTTERS AND DOWNSPOUTS, AND EXTERIOR PAINTING AT**  
**WAHOO FRAZIER**

Bids Opened at 3:00 p.m. on January 18, 2023

BIDDER COMPANY NAME / ADDRESS	TOTAL BID	BID BOND & CERTIFICATION	ADDENDUM NO 1 & 2 (YES / NO)	STATUS	REMARKS
1 BR General Contractors	\$217,995.00	5% Bid Bond	Y	MWBE	
2 MAV Painting and Construction	\$224,895.00	5% Bid Bond	Y	MBE	
3 Rutherford Services, Inc.	\$290,323.00	5% Bid Bond	Y	Non Minority	
4 Precision Reconstruction Group	\$448,717.50	5% Bid Bond	Y	Non Minority	
5					

Number of Bids Submitted: 4  
DHA Representative Opening Bids: Syed Raza

**EQUAL EMPLOYMENT OPPORTUNITY  
EMPLOYER INFORMATION REPORT**

Name of Firm:

BR General Contractors, LLC

Address:

244 FM 306 Suite 120-516

City, State, ZIP:

New Braunfels TX, 78130

Telephone:

210-504-4630

JOB CATEGORIES	OVERALL TOTALS	MALE					FEMALE				
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
Officials and Managers	4	2									
Professionals	2	2				2					
Technicians											
Sales Workers	3	2									
Office and Clerical	3		1					2			
Craft Workers (Skilled)	3										
Operatives (Semi-Skilled)			3								
Laborers											
Service Workers											
TOTAL	15										

Signature:

*Bradley Matyske*

Date:

1/6/2023

**Delbra Henderson**

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**From:** Syed Raza  
**Sent:** Tuesday, February 14, 2023 12:38 PM  
**To:** Equilla Still, PMP  
**Cc:** Troy Broussard; Chetana Chaphekar, CPA; David Zappasodi; Tim Lott; Debbie Quitugua; Patrick Uhl; Delbra Henderson; Procurement  
**Subject:** Procurement Approval-BR General Contractors for Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier (IFB-2022-24)

**Procurer: Equilla Still**  
**Department: Capital Programs**  
**Procurement of: BR General Contractors**  
**Minority Status: WBE**  
**Goods or Services: Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Wahoo Frazier (IFB-2022-24)**  
**Method: Sealed Bids**  
**Cost: \$217,995.00**  
**Term: 90 calendar days**

**Procurement: Approved 02-14-23**  
**Insurance: Approved 02-14-23**  
**Contract: Approved as to form 02-14-23**

**Board Approval:** DHA Board of Commissioners approval is required prior to the award of the Contract

**Contract # / Date \_\_\_\_\_**

Based upon my review of the procurement documents provided by staff, I have determined that the procurement requirements have been met. The procurement is approved.

The vendor's ACORD Certificate(s) of Insurance have also been reviewed and approved as meeting DHA's requirements.

Finally, the proposed contract is approved as to form. You may provide the vendor with four (4) counterpart originals for execution. Please make certain that all exhibits referred to in the contract are attached to the execution copies.

Once you have obtained the vendor's signature you are to forward the four (4) counterpart originals along with the procurement approval letter to Mr. Troy Broussard, President/CEO or Chetana Chaphekar, CFO/Contracting Officer for the execution of the contract. DHA contract number will then be assigned to the original signed copies of the contract. The Executive office will retain one original copy for the vault, I will retain one original copy for my records, and the remaining two originals will be given to you for your records and for the contractor's records.

**PLEASE MONITOR THIS CONTRACT CLOSELY TO MAKE CERTAIN THAT WORK DOES NOT EXTEND PAST THE TERM LENGTH AND THAT EXPENDITURES DO NOT EXCEED THE CONTRACT'S MONETARY LIMITS.**



*Housing Solutions for North Texas*

**Syed Raza**

Director of Procurement

[www.dhantx.com](http://www.dhantx.com)

[Syed.Raza@dhantx.com](mailto:Syed.Raza@dhantx.com)

Office: 214-951-8452 Fax: 214-224-4980

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Over half of DHA's residents are under the age of 18. Help break the cycle of poverty and create a path to higher education for our aspiring scholars.

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**Resolution No. 5166**

**RESOLUTION TO REPLACE WOOD TRIM,  
GUTTERS AND DOWNSPOUTS, AND  
EXTERIOR PAINTING AT MILL CITY FRAZIER**

**WHEREAS**, DHA's mission is to provide affordable quality housing and access to supportive resources across North Texas; and

**WHEREAS**, bid contract documents and specifications have been prepared for the Replacement Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier, consisting of 23 apartment buildings;

**WHEREAS**, after public advertising, sealed bids have been received, and publicly opened and read aloud;

**NOW, THEREFORE, BE IT RESOLVED that:**

1) The DHA President and CEO or his designee is authorized to award a contract for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier to the lowest most responsible and responsive bidder; and

2) The DHA President & CEO is authorized to serve as the Contracting Officer for the Authority in the administration of the above said contract or to designate a person to serve in his stead.

**Presented and Passed** on this 21st day of February, 2023 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a special meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary



**TO:** DHA Board of Commissioners

**FROM:** Troy Broussard, President and CEO

**SUBJECT:** Resolution to Replace Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier

**DATE:** February 21, 2023

**COPIES:** File

---

**I. Description of Action to be Taken**

DHA solicited competitive bids through IFB-2022-23 to Replace Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier.

**II. Background and History**

The scope of work includes but is not limited to furnishing and installing all materials, supplies, equipment and labor to complete the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier. Bid Contract Documents and Specifications were prepared and invitations were published for this work in accordance with State law and applicable federal regulations.

**III. Status of Current Action**

The bid documents were publicly posted and were both mailed and electronically delivered to 295 contractors on the DHA bidders list. Five (5) bids were received. The bidding process has been completed and the lowest most responsible and responsive bidder is BR General Contractors. BR General Contractors is a Woman-Owned Business/Enterprise (WBE). Procurement requirements have been met for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier.

**IV. Recommendation**

It is recommended that the resolution for the award of the Contract to BR General Contractors for the Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier for an amount of \$219,750.00 be approved.

**BID TABULATION SHEET (IFB 2022-23)**

**REPLACEMENT OF WOOD TRIM, GUTTERS AND DOWNSPOUTS, AND EXTERIOR PAINTING AT  
MILL CITY FRAZIER**

Bids Opened at 3:00 p.m. on January 18, 2023

BIDDER COMPANY NAME / ADDRESS	TOTAL BID	BID BOND & CERTIFICATION	ADDENDUM NO 1 & 2 (YES / NO)	STATUS	REMARKS
1 BR General Contractors	\$219,750.00	5% Bid Bond	Y	MWBE	
2 MAV Painting and Construction	\$237,125.00	5% Bid Bond	Y	MBE	
3 Rutherford Services, Inc.	\$290,323.00	5% Bid Bond	Y	Non Minority	
4 Precision Reconstruction Group	\$448,717.50	5% Bid Bond	Y	Non Minority	
5 ERC	\$552,404.97	5% Bid Bond	Y	Non Minority	

Number of Bids Submitted: 5

DHA Representative Opening Bids: Syed Raza



Minority Business Status

MINORITY BUSINESS ENTERPRISES (MBE), WOMAN-OWNED BUSINESS ENTERPRISES (WBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB), AND/OR SECTION 3 BUSINESS CONCERN STATUS

It is the intent of DHA to assure that Minority Business Enterprises (MBE), Women-Owned Business Enterprises, Historically Underutilized Businesses (HUBs) and Section 3 Business Concerns have an equal opportunity to participate in DHA's purchasing and contracting activities.

- A. The offeror has represented as part of its offer that it  is  is not a **Minority-Owned Business**, which is defined as a business which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

Please indicate which minority group you qualify under:  Black or African American;  Hispanic American;  Asian Pacific American;  Hasidic Jewish American;  Asian Indian American;  Native American; or,  other (specify) \_\_\_\_\_

- B. The offeror has represented as part of its offer that it  is  is not a **Woman-Owned Business/Enterprise (WBE)**, which is defined as a business which is at least 51 percent owned by one or more women; or, in the case of a publicly owned business, one in which at least 51 percent of its voting stock is owned by one or more women, and whose management and daily business operations are controlled by one or more such individuals.

- C. The offeror has represented as part of its offer that it  is  is not an **Historically Underutilized Business (HUB)** as defined in Vernon's Texas Codes Annotated, Government Code, §2161.001 as an entity with its principal place of business in this state (Texas) that is: (a) a corporation formed for the purpose of making a profit in which 51% or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (b) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person; (c) a partnership formed for the purpose of making a profit in which 51% or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management; (d) a joint venture in which each entity in the venture is a Historically Underutilized Business, as determined under another paragraph of this subdivision; or, (e) a supplier contract between a Historically Underutilized Business as determined under another paragraph of this subdivision and a prime contractor under which the Historically Underutilized Business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

- D. The offeror has represented as part of its offer that it  is  is not a **Section 3 Business Concern** is defined in 24 CFR, Section 135 as a business (a) that is 51 percent or more owned by section 3 residents; or (b) whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "section 3 business concern."

If you have been certified by the North Central Texas Regional Certification Center (minority- or women-owned business certification only), DFW Minority Business Development Council (minority- or women-owned business certification only), the Texas Building and Procurement Commission (minority- and women-owned business and HUB certification only) and/or DHA (Section 3 business certification only) please attach a copy of the Certification(s).

Bradley Matejek  
SIGNATURE

Bradley Matejek  
PRINT OR TYPE NAME

BR General Contractors, LLC  
COMPANY NAME (Offeror)

1/6/2023  
DATE



**EQUAL EMPLOYMENT OPPORTUNITY  
EMPLOYER INFORMATION REPORT**

**BR General Contractors, LLC**

Name of Firm:

244 FM 306 Suite 120-516

Address:

New Braunfels TX, 78130

City, State, ZIP:

210-504-4630

Telephone:

JOB CATEGORIES	OVERALL TOTALS	MALE					FEMALE					
		WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (Not of Hispanic Origin)	BLACK (Not of Hispanic Origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	
Officials and Managers	4	2										
Professionals	2	2										
Technicians												
Sales Workers	3	2			1							
Office and Clerical	3					1			2			
Craft Workers (Skilled)	3				3							
Operatives (Semi-Skilled)												
Laborers												
Service Workers												
<b>TOTAL</b>	<b>15</b>											

Signature:

*Bradley Matzick*

Date:

1/6/2023

**Delbra Henderson**

---

**From:** Syed Raza  
**Sent:** Tuesday, February 14, 2023 12:08 PM  
**To:** Equilla Still, PMP  
**Cc:** Troy Broussard; Chetana Chaphekar, CPA; David Zappasodi; Tim Lott; Debbie Quitugua; Patrick Uhl; Delbra Henderson; Procurement  
**Subject:** Procurement Approval-BR General Contractors for Replacement of Wood Trim, Gutters and Downspouts, and Exterior Painting at Mill City Frazier (IFB-2022-23)

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**Term: 90 calendar days**

**Procurement: Approved 02-14-23**  
**Insurance: Approved 02-14-23**  
**Contract: Approved as to form 02-14-23**

**Board Approval:** DHA Board of Commissioners approval is required prior to the award of the Contract

**Contract # / Date \_\_\_\_\_**

Based upon my review of the procurement documents provided by staff, I have determined that the procurement requirements have been met. The procurement is approved.

The vendor's ACORD Certificate(s) of Insurance have also been reviewed and approved as meeting DHA's requirements.

Finally, the proposed contract is approved as to form. You may provide the vendor with four (4) counterpart originals for execution. Please make certain that all exhibits referred to in the contract are attached to the execution copies.

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*Housing Solutions for North Texas*

**Syed Raza**

Director of Procurement

[www.dhantx.com](http://www.dhantx.com)

[Syed.Raza@dhantx.com](mailto:Syed.Raza@dhantx.com)

Office: 214-951-8452 Fax: 214-224-4980

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**RESOLUTION NO.5167**

**RESOLUTION TO AMEND THE DHA ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**WHEREAS**, DHA *Housing Solutions for North Texas* mission is to provide affordable quality housing and access to supportive resources across north Texas; and

**WHEREAS**, DHA is required to update its policies to be consistent with HUD requirements and governing regulations; and

**WHEREAS**, the DHA Board of Commissioners is responsible to establish policy for DHA; and

**WHEREAS**, the DHA Admissions and Continued Occupancy Policy (ACOP) is a document containing a compilation of policies governing the administration and operation of the DHA low-rent public housing program; and

**WHEREAS**, DHA has determined that it is necessary and appropriate to amend the DHA Admissions and Continued Occupancy Policy, implementing policy consistent with HUD regulations to improve service to residents of the city of Dallas and enable DHA to more effectively accomplish its mission.

**NOW, THEREFORE, BE IT RESOLVED:** that the DHA Board of Commissioners hereby approves the amended DHA Admissions and Continued Occupancy Policy, identified herein as "Attachment A", and further authorizes the President and CEO to implement the amended Policy with immediate effect.

PRESENTED AND PASSED on this the 21<sup>st</sup> day of February 2023, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a special meeting of the DHA Board of Commissioners.

\_\_\_\_\_  
Betty Culbreath, Chair

ATTEST:

\_\_\_\_\_  
Troy Broussard, President, CEO and Secretary

## DHA Housing Solutions for North Texas

**TO:** DHA Board of Commissioners  
**FROM:** Troy Broussard, President and CEO  
**SUBJECT:** Resolution to Amend the DHA Admissions and Continued Occupancy Policy  
**DATE:** February 21, 2023

### Statement of Issue

Action to amend the DHA Public Housing Admissions and Continued Occupancy Policy.

### Prior Board Action

The DHA Board of Commissioners is responsible to set policy for DHA, *Housing Solutions for North Texas*. The Admissions and Continued Occupancy Policy (ACOP) is a compilation of policies adopted by the DHA Board of Commissioners applicable to the DHA Public Housing program. In July 2020, the DHA Board of Commissioners authorized the DHA President and CEO to adopt and implement HUD waivers authorized during COVID-19. The Board of Commissioners also approved an amendment to the ACOP in May 2020. Each time the Admissions and Occupancy Policy is revised or amended its provisions require approval by the DHA Board of Commissioners.

### Background/History

DHA has determined it is necessary and appropriate to modify its policies and procedures related to the delivery of housing services to persons with a disability.

### Status of Current Action

The DHA Board of Commissioners approval is required to establish policy changes. A review of DHA's current Admissions and Continued Occupancy Policy revealed that various policies and procedures related to persons with disabilities needed to be expanded. A summary of the changes to the Admissions and Occupancy Policy are listed below:

- DHA will not seek verification of an individual's disability if the disability is obvious, readily apparent or otherwise known. (Section B.3. – page 6)
- Reasonable Accommodations that have been approved and verified as permanent disabilities will not require annual or periodic re-verification. (Section B.3. – page 6)
- Long term disabilities, those expected to last longer than 12-months, will be re-verified every 3-years, and short-term disabilities, those expected to last less than 12-months, will be re-verified annually. (Section B.3. – page 6)
- DHA has incorporated its Effective Communication Policy throughout the Admissions and Continued Occupancy Policy
- DHA reminds team members about their responsibilities for safeguarding personally identifiable information. (Section II.A. – page 9, reference HUD Notice 2015-06)
- Updated list of the minimum contents of an Application for housing assistance. (Section II, B.3.a. – page 12)
- Miscellaneous general updates to Waiting List Management. (Section II. C. 1, 2, and 3 – pages 13-15)
- General updates to the applicant selection criteria. (Section II.F.3. – page 17)
- DHA, at its sole discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to DHA, or any other PHA. (Section II.I.2.b. – page 19)

- DHA will conduct a criminal background check on household member age 18 and older and any household members under the age 18 that has been emancipated by state law to act on his/her own behalf. (Section II.I.4 – page 19)
- Added clarifications to preferences for seniors in developments and units with age restrictions. (Section II.K – page 25)
- Identifies requirements for a live-in aide. (Section II.N.3.i. – page 28)
- Updated procedures for making unit offers to residents seeking to transfer to another unit and applicants. (Section III.B.3. – page 29)
- Updated section on Fair Housing. (Section III.F. – pages 31-32)
- Updated DHA's anti-fraud procedures. (Section IV.A. – page 32)
- Updated unit transfer policy. (Section V. – pages 35-37)
- Updates to DHA Lease termination policies. (Section VIII. – pages 44-49)
- Other minor general updates throughout the document

Recommendation

It is recommended that the Board of Commissioners approve this resolution for immediate implementation.

# ATTACHMENT A

DHA

Admissions and Continued Occupancy Plan  
(ACOP)



**ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
FOR THE  
DHA PUBLIC HOUSING PROGRAM**

Effective Date: February 17, 2023

Replaces last revision of: May 19, 2020





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## Introduction and Mission

The U.S. Department of Housing and Urban Development (HUD) has established certain regulatory requirements applicable to Low Income Housing, that are generally set forth in Title 24 of the Code of Federal Regulations (24 CFR), Parts 5, 8, 100, 290, 401, 402, 880, 886, 960 and 966. If there is any conflict between HUD's regulations and this policy, the HUD regulations will govern. In addition to Low Rent Public Housing, certain sections of this policy apply to other types of low-income housing owned, managed or developed by DHA such as project-based housing vouchers and Low-Income Housing Tax Credit units. When federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority followed by other HUD guidance..

This document references certain procedures (shown in *italic type*), that describe in detail how the Admissions and Occupancy Policy is to be carried out by DHA team members. The procedures are extensions of the policy document referenced. All procedures are public documents and are available for review upon request.

The mission of DHA, *Housing Solutions for North Texas*, is to provide affordable quality housing and access to supportive resources across North Texas.

## I. Nondiscrimination

### A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by DHA in the operation of its programs. It is the policy of DHA to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
  - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
  - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100**
  - Executive Order 11063
  - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
  - Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
  - Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which is covered by Section 504.)
  - Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
  - Any applicable State laws or local ordinances
2. 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, **familial status (including pregnancy)**, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex, sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, which is part of a development under DHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
3. DHA shall not deny admission to otherwise qualified applicants because of their membership in a particular group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**
4. DHA will work continuously to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes.
5. DHA will offer units only in the order prescribed by this policy.



## B. Reasonable Accommodations

1. DHA, as a public agency that provides affordable housing to eligible families, will provide “unit modifications” and “reasonable accommodations” to applicants and residents if they or any family member have a disability and the requested accommodation has a nexus to the disability subject to section (b) below. 24 CFR § 8.4
  - (a) Reasonable accommodations requests may consist of a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:
    1. Use and enjoy a dwelling, including public and common use areas of a development;
    2. Participate in, or benefit from, a program (housing or non-housing), service, or activity;
  - (b) To avoid discrimination against an individual with a disability, such an accommodation must be granted unless it would:
    1. Pose an undue financial and administrative burden
    2. Fundamentally alter the essential nature of the program, service, or activity
2. DHA shall grant reasonable accommodations, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary because of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds
3. 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. DHA will not seek verification of an individual's disability if the disability is obvious, readily apparent or otherwise known. Reasonable Accommodations that have been approved and verified as permanent disabilities will not require annual or periodic re-verification. Long term disabilities, those expected to last longer than 12-months, will be re-verified every 3-years, and short-term disabilities, those expected to last less than 12-months, will be re-verified annually.
4. In circumstances where there is a delay in the implementation of an approved reasonable accommodation, notice shall be provided to the tenant explaining the precise basis for delay, an estimated timeframe for implementation of the request, and providing the tenant with an opportunity to appeal to the Disability Rights Coordinator in cases of emergency or to contest a delay through the grievance process. In such circumstances the Disability Rights Coordinator will facilitate the implementation of any approved reasonable accommodation request.
5. DHA shall seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability related need.
6. DHA shall refrain from requesting medical verification where the requesting individual's disability-related need is known or obvious.
7. A unit modification is some adaptation or change DHA can make to its apartments, buildings, or sites. A reasonable accommodation is a modification DHA can make to its methods and procedures (but not federal law, regulations, or DHA policies). Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR § 8.20

A modification or accommodation is not reasonable if it: 24 CFR § 8.21(b) and 24 CFR § 8.24(a) (2)

- a. Causes an undue financial and administrative burden; or
- b. Represents a fundamental alteration in the nature of DHA's program.

DHA shall effectively communicate with the requestor keeping them informed about the status of their request during the time that DHA is evaluating their request and during the time following the approval of their request with regard to the actions DHA is taking to accommodate their request for alterations / modifications to their rental unit.

8. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in *DHA's Reasonable Accommodation Procedure*. **24 CFR § 8.4**
9. Facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that DHA has such facilities) will be accessible by residents with a full range of disabilities. If DHA offers certain facilities, and none are accessible<sup>1</sup>, **DHA will work to create accessible facilities, subject to the undue financial and administrative burden test.** **24 CFR § 8.2**
10. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. DHA documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities is described in *DHA's Reasonable Accommodation Procedure* and *DHA's Effective Communication Procedure*. **24 CFR § 8.6**
11. DHA shall ensure that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities are provided with information concerning the existence and location of accessible services, activities, and facilities.
12. **Individuals will not be asked or required to provide or to pay for their own interpreters or other Auxiliary Aids;**
13. DHA shall provide appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, DHA's programs, services and activities.
14. DHA shall provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternate format all print materials distributed, posted, or made available to applicants and residents.
15. DHA shall make individuals aware of the availability of Auxiliary Aids to support successful completion of the resident's annual recertification process.
16. DHA shall fully comply with its *Effective Communication Policy* and its *Effective Communication Procedures*.
17. DHA shall inform requestors about their right to access DHA's grievance procedures for the Reasonable Accommodation process.
18. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. They must be able: **24 CFR § 8.3**
  - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - b. to care for and avoid damaging the apartment and common areas; to use facilities and equipment in a reasonable way;
  - c. to create no health, or safety hazards, and to report maintenance needs;

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<sup>1</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

- d. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - e. not to smoke in a DHA unit, common areas or anywhere on DHA property except in areas at least 25 feet from any DHA building;
  - 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 DHA.
19. There is no requirement that a family must be able to do these things without assistance.
- a. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
  - b. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, DHA may terminate the lease. **24 CFR § 8.2**
  - c. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time 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 may assist in this process. **24 CFR § 8.20**
  - d. DHA is not permitted to inquire about the nature of a resident or applicant's disability, however, if the individual desires to discuss the matter with DHA, it is the individual's right to do so.
  - e. Any request that requires a certified verification, must be submitted directly to DHA by the qualified person making the certification.
20. Unit Transfers as Reasonable Accommodations may not be conditioned to require that the tenant requesting the unit transfer be in "good standing".
21. Residents who need a transfer as a reasonable accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies affecting the health or safety (including those subject to the Violence Against Women Act (VAWA), including priority over administrative transfers to permit respondent to renovate, modernize, revitalize, demolish, or dispose of public housing property.
22. DHA shall pay reasonable moving-related expenses for DHA residents with disabilities who have a disability-related need for a transfer to another unit or to another development as a reasonable accommodation.

**Moving Cost Calculation:**

<b><i>Bedroom Size</i></b>	<b><u>Allowance</u></b>
● 1 – Bedroom Unit	\$ 600.00
● 2 – Bedroom Unit	\$ 800.00
● 3 – Bedroom Unit	\$1,000.00
● 4 – Bedroom Unit	\$1,200.00
● 5 – Bedroom Unit	\$1,400.00

23. DHA shall pay reasonable moving-related expenses for DHA residents without disabilities who are occupying an "Accessible" dwelling unit who are required to relocate in order to make a housing unit available to persons with disabilities. (see *Moving Cost Calculation table in 22 above*)



24. In situations where DHA does not have a unit available that can adequately accommodate the unit transfer Reasonable Accommodation request, DHA will continuously monitor its unit stock for availability and will provide the requesting tenant with periodic status updates. As reasonably necessary given the circumstances, the Disability Rights Coordinator will meet with the requesting tenant and engage in the interactive process and seek to make alternative accommodations that are effective at meeting the individual's disability related needs.

### C. Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
2. DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
3. DHA's *Procedure on Communication with Persons with Limited English Proficiency* describes the specific methods DHA will use to accomplish this policy.
  - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, re-examination and inspections. At this writing, DHA makes this information available in English, Spanish, and Vietnamese.
  - b. Applicants and residents with low English comprehension **are not required to but** may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services. If staff or the client are unable to readily provide interpretation services, DHA staff shall employ the use of Language Line interpretation services or other comparable service at DHA's expense.
  - c. Whenever the resident and DHA are in need of communicating including instances in a courtroom, a hearing, or any other situation, DHA will offer, or ensure that the family is offered through other sources, competent interpretation 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 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally. The LEP groups for which DHA will provide translated materials are those who need materials in English, Spanish and Vietnamese. The DHA web site is presented in English, Spanish and Vietnamese.

## II. Eligibility and Admissions

### A. Privacy

**DHA is strongly committed to protecting the privacy of clients interacting with the agency to the greatest extent practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority is subject to and must follow. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.**

**Please refer to DHA's EIV Security Policy for more detailed information.**

### B. Applications for Admission

#### 1. Preliminary Application:



- a) DHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations and DHA's *Procedure on Intake and Processing*. Except for qualification for preferences, DHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.
- b) Under no circumstances will anyone be denied the right to request or submit an application for housing, unless DHA has publicly announced it is temporarily closing part or all of its admissions portals.
- c) Newly developed properties owned by DHA, or a DHA entity that contains a mix of units, some subsidized by project-based vouchers and others subsidized by public housing operating funds, shall maintain unit bedroom mix and disability needs without regard to subsidy type.
- d) Applications will be accepted 365 days of the year and 24 hours per day via the Rent Café Applicant Portal. Access to the Applicant Portal is readily available through the DHA web site located at [www.dhantx.com](http://www.dhantx.com). Applicants may submit a preliminary application from the convenience of their home or use a computer and internet services of friends and family, or any other publicly available internet and computer resources such as the City of Dallas Public Library or any DHA computer kiosk located at DHA Services HQ or any Property Management office during regular business hours; Monday through Thursday, 8:00 am to 5:30 pm, and Friday 8:00 am to Noon. DHA Services HQ is located at 3939 North Hampton Rd, Dallas, TX 75212. DHA will make special accommodations for persons with disabilities.
- e) Applicants complete one preliminary application form and are requested to identify which DHA owned property they would like to reside in. Applicants are presented with a list of DHA owned properties and requested to select properties in which they would like to reside. Applicants may select one or more properties.
- f) Applications are retained for up to 18-months. If not selected during the 18-month period, applicants are notified at the end of 18-months that their application has expired and that they have the right to reapply.
- g) While on the waiting list applicants are responsible to provide updated information including making changes to the properties in which they would like to reside. Applicants are informed that they are responsible to maintain current information on their preliminary application at all times and submit updates of any changes to their family size, income, status, email, phone and address during the waiting period.
- h) DHA reviews each preliminary application submitted by applicants for public housing. DHA's review of the preliminary applications is a service to ensure that the application is correctly placed on DHA's site-based waiting list. For example, applicants who are neither elderly or have a disability, who selected to reside in a DHA owned property with units exclusively for the elderly or persons with a disability will be notified that their application for this specific development is rejected and provide the reasons for this determination. Additionally, applications to a particular site (development) may be rejected because (for example) a sole occupant has selected a DHA owned property that does not contain any one bedroom or efficiency sized units. DHA's screening service is provided up front to enable the applicant to gain efficiency in their application process without waiting unnecessarily on a list for a lengthy time only to be found that they are not entitled to reside in the development to which they applied.
- i) In instances where the application is screened and the site selection is rejected, the applicant will receive written notification of DHA's determination and an explanation of the reasons for the determination. Applicants may at any time make revisions to the sites (developments) in which they would like to reside.
- j) In addition to placing applicants the waiting list based on the sites (developments) to which they have selected, DHA also applies its occupancy standards to each family composition and in so doing assigns a bedroom size appropriate for each household.
- k) The Waiting List will reflect for each application the following information and will be consistent with Title VI objectives and other requirements:

- 1) the date and time of receipt;
- 2) race and ethnicity of head of household;
- 3) income;
- 4) priority status (preference), if any;
- 5) date of application acceptance or rejection; and
- 6) the number of bedrooms for which the applicant is eligible (occupancy standards)

DHA shall insert notes / data indicating the date, location, identification and circumstances of each vacancy offered and accepted or denied.

- l) All Preliminary applications will be retained on the waiting list for up to 18-months. Preliminary Applications shall automatically expire 18-months after they are received.
- m) Applicants who have not been selected for assistance whose application expired at 18-months will receive an email message notifying them that their application has expired. The notice will also inform the applicant of their ability to reapply. Applicants whose applications have expired at 18-months are not entitled to an Informal Review, since their applications are being withdrawn, they are not being denied assistance. They have the right to reapply for housing assistance during Open Enrollment. At this time, DHA is maintaining a perpetual Open Enrollment Period.

## **2. Lottery, Selection and Full Application:**

- a) When DHA anticipates a unit will become available at a DHA owned property, DHA shall generate a lottery among applicants who have submitted a preliminary application for that development and for the bedroom categories on this site-based waiting list corresponding to the bedroom sizes that are vacant. DHA will select applicants from the lottery-ordered waiting list for processing. The lottery establishes a rank order among applicants for a particular property and a particular bedroom size. Applicants are selected in order, based on the lottery, for processing.
- b) Following the generation of a lottery, DHA selects one or more applicants from the list and sends the selected applicants a notice informing them they have been selected for a unit at a specifically named development. The notice is sent by email. The notice informs the applicant to go to Rent Café and complete the full application. The notice gives a deadline to complete their portion of the application.
- c) Selected applicants are issued a written digital notice clarifying that their application is selected and if interested they must complete a full application on the Rent Café Applicant Portal. Applicants are provided 14 days to complete the full application.
- d) The Applicant completes the full application and submits requested documentation through the Rent Café Applicant portal. Staff assistance is provided, as needed, upon request.
- e) DHA staff reviews the Full Application, notifies the Applicant of any missing information and requests completion.
- f) DHA staff evaluates the completed application and determines if it meets DHA and HUD eligibility requirements. DHA staff sends written notification of its determination to the applicant.
- g) If the Applicant is determined to be ineligible, the written notice will include the specific reason the Applicant is determined not eligible for admission, and the opportunity to submit a request for an informal review. Informal reviews are handled by the Office of General Counsel.
- h) If the Application is determined eligible, the Applicant is notified that they are offered a unit at a specific named DHA owned property. The Applicant file is submitted to the Property Manager who schedules an appointment with the Applicant to view the unit.
- i) If the Applicant accepts the offered unit, the Property Manager presents the Lease, along with other applicable documents, for signature, collects the security deposit and presents the keys to the unit.

- j) If the Applicant refuses the offered unit without good cause, the file is documented, the Applicant's refusal is recorded in the client record and their application is withdrawn from the waiting list for the subject DHA owned property.

### 3. Full Application:

a) The Application at a minimum consists of:

- i. Application Form
  - ii. Personal declaration
  - iii. Applicant Certification
  - iv. Information Concerning Citizenship Verification
  - v. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status (if applicable)
  - vi. Authorization for Release of Information/Privacy Act Notice
  - vii. Criminal History Check Acknowledgment Form
  - viii. Waiting List Policy Statement
  - ix. "Things You Should Know" HUD Brochure
  - x. Applicable Verification Forms
  - xi. Community Service Policy/Exempt Forms
  - xii. Supplemental and Optional Contact Information for HUD- Assisted Housing Applicants (HUD-92006)
  - xiii. Eligibility Criteria - (required by state law)
  - xiv. Debts Owed EIV, HUD-52675
  - xv. HUD 9886 Authorization for the Release of Information.
- b) When the Applicant completes the full application, DHA reviews the application contents and determines if it is complete. DHA will notify the Applicant to submit any missing information or to answer any questions. Upon completion, DHA makes a determination of eligibility to participate in the public housing program.
- c) DHA sends the Applicant a notice by email notifying them of DHA's determination. If eligible, the property manager is notified and is responsible to schedule a meeting with the applicant to allow them to view the unit. The property manager will complete the admissions / leasing process.
- d) Verification of the full application information submitted by the family will be conducted by DHA as soon as possible. For maximum efficiency DHA's goal is to complete its review of the full application no earlier than ninety (90) days prior to the estimated time the applicant will be offered a unit.
- e) If there are no other applicants on the Waiting List, verifications and screening will begin immediately, after all completed application paperwork has been submitted by the family.
- f) The following information will be verified according to HUD's regulatory requirements at 24 CFR Part 5 and DHA's *Procedure on Verification of Information*, to determine qualification for admission to DHA's housing: **24 CFR § 960.259**. The Head of Household, Co-Head, and all other adults (age 18 and over) in each applicant family must sign an Authorization for Release of Information prior to being accepted and every year thereafter. The Authorization enables DHA to use the Enterprise Income Verification (federal database) to verify multiple subsidies, income from new hires, employment income, and/or reports of no income.

The following will be verified:

- i. Family composition, demographics and type (Elderly/Disabled//Non-elderly)

- ii. Annual Income
  - iii. Assets and Asset Income
  - iv. Deductions from Income
  - v. Preferences
  - vi. Verification of Social Security Numbers of all Household Members
  - vii. Verification of Age for all Household Members
  - viii. Applicant Screening Information (including tenant and criminal history)
  - ix. Citizenship or immigration status
- g) Enterprise Income Verification (using federal databases) or third party written information that is mailed, faxed or transmitted electronically between DHA and the verification source, are the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**
- h) If the applicant is determined ineligible, the applicant is sent a notice of ineligibility and given the right to request a hearing. The applicant has a deadline to submit their request for a hearing (prescribed in the notice). Informal Reviews and Hearings are handled by the DHA Office of General Counsel.

## C. The Waiting List

### 1. General Management of the Waiting List

It is the policy of DHA to administer its Waiting list as required by the regulations at 24 CFR 960.4.

- a. Individuals applying for admission must submit a preliminary application in the manner stipulated in the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application on-line, by mail or in person. Announcements will be made on DHA's website.
- b. If an applicant needs assistance in completing any aspect of the application process because of a disability, DHA will assist the applicant, as needed, to ensure equal access to DHA's programs.
- c. DHA, at its discretion, may restrict application intake, suspend application intake, and close Waiting Lists in whole or in part. DHA may open or close the list by unit size or type available.
- d. At the time of initial intake, DHA will advise families of their responsibility to notify DHA when their circumstances, mailing address or phone numbers change.
- e. Applicants providing false information regarding family income, composition, preferences or other circumstances affecting their eligibility or rent level will be rejected. If the applicant has been assigned a unit and moved into a DHA owned unit, DHA will provide appropriate due process and will pursue all lawful civil claims and / or criminal actions, including the recoupment of back rent.
- f. If an applicant's preference status changes while on the waiting list, the applicant's position on the waiting list will be adjusted in accordance with DHA's *Procedure on Application Intake and Processing*.
- g. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, DHA will authorize a change the application to make the other adult the new applicant so long as the family reports the death within 30-days and requests that another adult family member be named the head.
- h. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:
  - 1) Children who have been added to the family through birth adoption or court awarded custody to people already listed on the application will be added. DHA will



require that the addition of children under the age of 18 to the household, where the minor is not the child of the biological parent, will be accomplished by court order and signed by a presiding Judge. In the event that a court order is not issued, DHA will consider alternative methods of proving guardianship on a case by case basis including a collaborative review of the alternative evidence by DHA's Office of General Counsel.

- 2) Individuals who can document that they need a live-in aide (even though not included on the original application) will be permitted to add the Live-In Aide with an approved Request for Reasonable Accommodation;
- 3) Other adults will NOT be added to an application unless their addition would not change the unit size for which the family qualifies, although the family may file a different application with a different family composition when the waiting list is open.

## 2. Removal of Applications from Waiting List

- a. DHA will remove an applicant's name from the Waiting List under the following circumstances:
  - 1) The Applicant requests their application to be removed.
  - 2) DHA shall retain applications on its waiting list for 18months. Applications will be withdrawn after 18months however; applicants have the right to reapply.
  - 3) DHA has made reasonable efforts to contact the applicant to obtain information necessary to complete the application process and the applicant has failed to respond. In such instances, DHA will notify the applicant in writing or by telephone that the Applicant has ten (10) days within which to reschedule the interview or provide the needed information. If applicant fails to respond within that period, the application will be withdrawn.
  - 4) The Applicant, after having been notified of their debt, has failed to pay an outstanding balance owed to DHA or to another PHA.
  - 5) The Applicant, after having been notified of DHA's determination of ineligibility and the completion of due process (Informal Review), their application is removed from the waiting list.
  - 6) DHA determines that the applicant has provided false information regarding household income, family composition, local preferences or other criteria affecting their eligibility or rent level.
  - 7) The Applicant accepts offered housing and is housed.
- b. DHA will consider mitigating circumstances such as disabilities, health problems lack of transportation or other good cause in determining if the application should be withdrawn.
- c. Persons whose applications are withdrawn or who are denied may not reapply for twelve (12) months from the date of withdrawal or denial.

## 3. Closing the Waiting List

- a. Decisions about closing the Waiting List will be based on:
  - 1) the number of applications available for a particular size and type of unit,
  - 2) the ability of DHA to house an Applicant in an appropriate unit within a reasonable period of time
- b. DHA's decisions to close or partially close the Waiting List, or open the Waiting List will be publicly announced.

c. During the period when the Waiting List is temporarily closed, DHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

d. DHA will publicly announce when the waiting list is about to be closed or opened.

#### D. Affirmative Fair Housing Marketing and Outreach Procedures

It is the policy of DHA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. All marketing efforts will include outreach to those least likely to apply. [24 CFR § 960.103(b)] which states:

- § 960.103 Equal opportunity requirements and protection for victims of domestic violence, dating violence, sexual assault, or stalking. Applicable requirements. The PHA must administer its public housing program in accordance with all applicable equal opportunity requirements imposed by contract or federal law, including the authorities cited in § 5.105(a) of this title.
- PHA duty to affirmatively further fair housing. The PHA must affirmatively further fair housing in the administration of its public housing program.
- Equal opportunity certification. The PHA must submit signed equal opportunity certifications to HUD in accordance with § 903.7(o) of this title, including certification that the PHA will affirmatively further fair housing.
- Protection for victims of domestic violence, dating violence, sexual assault, or stalking. The PHA must apply the requirements in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).

1. Outreach efforts will take into consideration:

- a. The number of vacant units
- b. Availability of units through turnover
- c. Waiting List Characteristics

2. DHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

3. All marketing and informational materials will:

- a. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language [24 CFR § 109.30 (a)];
- b. describe the housing units, application process, Waiting List, priority system and eligibility accurately;
- c. will be in plain language and will use more than strictly English language print media;
- d. will target all agencies that serve and advocate for potential applicants;
- e. will make clear who is eligible: low income individuals and families; working and non-working people; as well as the elderly and disabled.
- f. will make clear that it is DHA 's responsibility to provide reasonable accommodations to people with disabilities.

## E. Income Targeting Requirements

1. DHA will ensure that at least 40 percent of families admitted to public housing in any year have incomes at or below the federal extremely low-income (ELI)<sup>2</sup> limit (between 0% and 30% of the area median income). HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant family's annual income must not exceed the applicable income limit that HUD establishes and publishes for each county or Metropolitan Statistical Area (MSA) in the country.
2. The income limits are based on percentages of the median income of the geographic area for which the limit is established, and are adjusted for family size.

## F. Qualifying for Admission

1. It is DHA's policy to admit only applicants who are qualified<sup>3</sup> according to all the following criteria:
  - a. Are a family<sup>4</sup>, as defined in Section XIII of this policy.
  - b. Have at least one family member who meets HUD requirements on citizenship or immigration status<sup>5</sup>. **24 CFR § 5.5 (subpart E)**
  - c. Have an annual income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD). **24 CFR § 960.259**
  - d. Applicants and tenants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants and tenants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. **24CFR § 5.216**
2. **Exceptions to this rule:**
  - a. Applicants who have not disclosed and/or provided verification of SSNs for all nonexempt household members have 90 days from the date they are first offered an available unit to disclose and/or verify the SSNs. During this 90-day period, the applicant may, at the applicant's discretion, retain the applicant's place on the waiting list. After 90 days, if the applicant is unable to disclose and/or verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list.
  - b. When adding a new household member, who is under the age of six, to an existing household, the tenant must disclose and provide verification of the SSN of the individual to be added, within 90 days of adding the new member. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control.
  - c. Applicant households with persons under the age of six that were added to the applicant household within the six months prior to admission, 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 six. 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.

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<sup>2</sup> Section 238 of HUD's FY 2014 Appropriations Act amended Section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a) to define ELI families as very low-income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level.

<sup>3</sup> The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regulations at 24 CFR § 8.3, from the definition of "Qualified Individual with Disability".

<sup>4</sup> A family can be a single person.

<sup>5</sup> If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.

**24 CFR § 5.218**

- d. Disclosure and Verification of Social Security Identification Numbers **24 CFR § 5.216(e)**: Each participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described in paragraph (e)(1)(ii) of this section, if the participant has:
1. Not previously disclosed a SSN;
  2. Previously disclosed a SSN that HUD or the SSA determined was invalid; or
  3. Been issued a new SSN.
3. Meet the applicant selection criteria established in these policies, including completing the approved pre-occupancy orientation session, if required. 24 CFR § 960.202 & 203
- a. Are not already adequately housed in any Authority-owned dwelling unit. Applicants who are listed on a current DHA lease and live in a unit meeting occupancy standards are not qualified for admission.
  - b. Owe no money to DHA or any other housing authority in connection with any federal housing program.
  - c. Do not have a history of misusing or abusing alcohol in any way that interferes with the health, safety, or rights of others, or:
  - d. demonstrate to DHA's satisfaction that the family member who formerly abused alcohol no longer abuses or misuses alcohol; and
  - e. have successfully completed a supervised alcohol rehabilitation program licensed and approved by Texas Commission on Alcohol and Drug Abuse (TCADA)<sup>6</sup>; or
  - f. are presently participating in a supervised alcohol rehabilitation program.
  - g. Agree not to smoke or to permit family and household members, guests, and other persons under tenant's control to smoke anywhere on DHA property except for designated smoking areas.
4. For Low Income Housing Tax Credit properties ONLY, no assistance will be provided to any family whose sole adult member is enrolled as a student in an institution of higher education, **unless that student meets one of the criteria below**. If a student does not meet at least one of these criteria, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. If an *ineligible* student applies for, or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated and will be terminated. Criteria that may possibly qualify a student for housing include:
- a. Student is over the age of 24, or
  - b. Is a veteran of the United States Military service, or
  - c. Is married, or
  - d. Has a dependent child, or
  - e. Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
  - f. Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or
  - g. Is living with their parents who are receiving Section 8 assistance.
  - h. Is classified as vulnerable youth. A student meets HUD's definition of a vulnerable youth when:
    - i. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older, or
    - ii. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in

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<sup>6</sup> If the applicant entering DHA's program is from another state, DHA will verify the applicant has successfully completed a state approved supervised program from the applicant's state of origin.



legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence, or

- iii. The individual has been verified during the school year in which the application is submitted, as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act<sup>7</sup>), or unaccompanied, at risk of homelessness, and self-supporting, by
  - a) A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act; or
  - b) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or
  - c) The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency (Shelter grants) or a designee of the director; or
  - d) A financial aid administrator; or
  - e) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

5. Screening procedures for applicants who claim mitigating circumstances are outlined below.

- a. If negative information is received about an applicant, DHA shall consider the time, nature, and extent of the applicant's conduct, and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.
- b. DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

## G. Occupancy by a Police Officer

1. To increase security at the site, HUD permits PHAs to take a public housing unit off-line for occupancy by a licensed police officer. This action requires authorization by DHA's President and CEO and HUD advanced approval.
2. Rent will not be charged for the unit; however, the officer will be responsible for 1) paying all utilities and 2) compliance with the lease, which will include the employment requirements listed above.

## H. Admission to Efficiency Units

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

## I. Applicant Selection Criteria

1. The following criteria will be reviewed to determine whether applicant families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, DHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**
  - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - b. to care for and avoid damaging the apartment and common areas;
  - c. to use facilities and equipment in a reasonable way;
  - d. to create no health, or safety hazards, and to report maintenance needs timely;
  - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of

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<sup>7</sup> 42 U.S.C. 11431 et seq.

others;

- f. not to smoke anywhere on DHA property other than at least 25 feet from any DHA building;
  - g. 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
  - h. to comply with necessary and reasonable rules and program requirements of HUD and DHA.
2. DHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with DHA's *Procedure on Applicant Screening*.
- a. Any costs incurred to complete the application process and screening will be paid by DHA. Application fees will not be charged by DHA.
  - b. Applicants who owe money to DHA or any other housing authority will not be admitted to the program until their debt is paid in full. **DHA, at its sole discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to DHA, or any other PHA. 24 CFR 982.552**
3. DHA's screening process will review the following information for each applicant family (including certain data specific to every adult family member):
- a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior;
  - b. Applicants must satisfy in full, any overdue amounts or indebtedness owed to DHA or any other housing authority by any adult family member, within 30 days of notification of the debt owed<sup>8</sup>;
  - c. The Applicant must not have been evicted by DHA or in any other housing program within the previous 7 years, except that the period shall be 10 years for a drug related eviction (notwithstanding the federal lifetime participation ban(s) related to methamphetamines and sex offenders);
  - d. Applicant must have a history of reasonably good performance in meeting rent and utility payment obligations<sup>9</sup>, and no record of eviction from housing or termination from residential programs in the past 7 years for failure to meet financial obligations;
  - e. Former residents will not have their application rejected if the debt owed to DHA was discharged by a bankruptcy court.

#### 4. Criminal History Check

DHA shall conduct a criminal background check for every member of the applicant's household age 18 and older, **and any individual who is under the age 18 that has been emancipated by state law to act on his/her own behalf.** DHA shall screen to ensure that no member of the household has engaged in criminal activity identified in DHA's criminal behavior screening criteria (see table below).

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

To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's household, prior to the date of the admission into the program, as shown in the following table. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's household 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 to seven 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 of five to seven-year

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<sup>8</sup> Must have been an adult when the debt was incurred.

<sup>9</sup> Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.

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 to seven years. (See the following table for the specific offense and its corresponding look back period).
- 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 (see the following table for the specific offense and its corresponding look back period).
- g. has a conviction of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that DHA **permanently** bar any individual with such a conviction.
- h. is subject to a lifetime registration requirement under a State sex offender registration program. DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement under a State sex offender registration program.
- i. has been evicted from federally assisted housing for drug-related or violent criminal activities within seven years of the application date. This waiver mentioned below is not applicable to a person who was evicted for selling, trafficking, producing or manufacturing illegal substances.

The evidence of probation or parole for the aforementioned crimes may be waived if the following criteria apply:

- 1) An applicant is currently on probation or parole for an offense (except regulatory exclusions) that occurred prior to the seven-year time-frame, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.
- 2) An applicant has completed probation or parole for an offense (except regulatory exclusions) that occurred prior to the seven-year timeframe, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

**Applicant must not present false or misleading information to DHA. Applicant must not have a history of misrepresenting information relative to eligibility, income, allowances, family composition or rent. Applicant must have no prior history, within the past five years, as a former DHA resident with a history of disturbing neighbors, destroying DHA property.**

For vulnerable homeless applicants only, the screening criteria with respect to criminal history shall focus on the federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of federally assisted housing and persons required to register as sex offenders. Beyond these two criteria, a criminal history shall not be used to exclude individuals so long as they are willing and able to refrain from violent actions and drug-related criminal activity.

DHA, at its sole discretion, may waive the criminal history screening requirements for applicants attempting to participate in a DHA "special" program targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans and/or persons with disabilities.

DHA has established the following criminal background screening criteria in which the criminal background of applicants, current and prospective residents are evaluated. While this list is extensive, it may not contain all criminal offenses. DHA reserves the right to deny admission or terminate assistance for other offenses that may not appear on this list.

Convictions for:				
Offenses	Felony (Years)	Misdemeanor (Years)	Definitions	Patterns of Misdemeanors
1) Alcohol Related	7	0	Offenses relating to harmful or illegal acts involving liquor (except DUI)	2+ within 3 yrs (any type)
2) Arson	Any	7	Offenses relating to the willful or malicious burning or attempting to burn property	
3a) Assault and Battery I	5	5	Offenses relating to risk or threat of injury and bodily harm or infliction of actual physical injury and bodily harm	
3b) Assault and Battery II	Any	Any	Offenses relating to assault with intent to commit other crimes or infliction of actual physical injury and bodily harm	
4) Bad Checks	0	0	Offenses relating to passing a check that is not honored for insufficient funds or non-existence of account	
5a) Burglary I	5	5	Offenses relating to the possession of criminal tools or breaking and entering a vehicle and accessory to burglary	
5b) Burglary II	7	7	Offenses relating to breaking and entering of the building of another with an intent to commit a crime	
6) Crimes Against Animals	5	5	Offenses relating to infliction of harm on animals for purposes other than self-defense or survival	
7) Crimes Against Children	Any	Any	Offenses relating to neglect or other offenses against children or minors	
8) Crimes Against Gov't	5	5	Offenses relating to taxes and govt records	
9) Cyber Crimes	7	5	Offenses relating to hacking or cyberstalking	
10) Destruction of Property	5	5	Offenses relating to destruction or defacing property	
11) Disturbance of Peace	5	0	Offenses relating to disorderly conduct or disturbance of the peace	2+ within 3 yrs (any type)
12) Domestic Crimes	7	7	Offenses relating to domestic violence or offenses against family/household members	
13a) Drug Offenses I	5	5	Offenses relating to drug paraphernalia and nuisances	
13b) Drug Offenses II	5	5	Offenses relating to the possession, use, or transfer of marijuana	
13c) Drug Offenses III	7	7	Offenses relating to the possession of drugs (except possession of marijuana)	

13d) Drug Offenses IV	Any	Any	Offenses relating to distribution, manufacture, or sale of drugs (except marijuana or methamphetamine)
13e) Drug Offenses V	Any	Any	Offenses relating to distributing drugs to minors
13f) Drug Offenses VI	10	5	Offenses relating to prescription drugs
13g) Drug Offenses VII	Any	Any	Offenses relating to production or manufacture of methamphetamine
14) Embezzlement	7	7	Theft of property by someone to whom it was entrusted
15a) Fraud I	7	5	Offenses relating to identity theft
15b) Fraud II	7	7	Fraud offenses relating to forgery, checks, credit cards, etc.
16) Gambling	5	5	Offenses relating to betting, sports bookmaking, etc.
17) Harassment	7	5	Offenses relating to intimidating or putting a person in fear for their safety
18a) Homicide I	7	7	Homicide offenses relating to operation of motor vehicle
18b) Homicide II	7	7	Negligent or involuntary manslaughter
18c) Homicide III	10	10	Manslaughter offenses not involving malice aforethought
18d) Homicide IV	Any	Any	Homicide offenses involving malice aforethought
19a) Kidnapping I	Any	7	Offenses relating to unlawful imprisonment
19b) Kidnapping II	Any	Any	Offenses relating to kidnapping or abduction
20) Organized Crime	10	10	Offenses relating to organized crime
21) OUI, OVI, DWI	5	5	Offenses relating to driving under the influence of alcohol or drugs
22) Petit Theft	5	5	Offenses relating to misdemeanor or petit theft or larceny
23) Purposely Obstructs the Law	5	5	Offenses relating to interfering with operations of the court or police
24) Robbery	10	10	Offenses relating to theft by use of force or violence
25) Sex Crimes - Other	7	7	Offenses relating to prostitution, pornography, lascivious conduct, etc.
26) Sex Crimes Against a Person	Any	Any	Offenses relating to sexual abuse of adults

27) Sex Crimes Against a Child	Any	Any	Offenses relating to sexual abuse of children or minors
28) Theft/Larceny	7	7	Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property
29) Traffic Violations	0	-	Offenses relating to violation of vehicle laws while vehicle is moving
30) Trespassing	7	5	Offenses relating to entering another person's property without permission and with illegal intent
31a) Weapons Related I	5	5	Offenses relating to possession or use of firearms
31b) Weapons Related II	Any	Any	Offenses relating to terrorism and weapons of mass destruction
32) Incarceration (Due to Conviction) Release Date	5	5	Offense relating to release date from incarceration
33) Any Offense Not Listed	7	7	Other offenses

## J. Determination of Eligibility and Notification of Applicants

1. After DHA receives a completed full application, DHA will conduct an evaluation to determine applicant eligibility. Applicant screening and verification of income, family composition, citizenship /immigration status, social security numbers, **age, allowances and preferences** will typically be conducted following selection from the waiting list. DHA's *Procedure on Verification of Information* will be used to verify all information related to eligibility for admission, and receipt of subsidy and rent.
2. Each eligible Applicant will receive written notification of the Applicant's eligibility and of the approximate date the applicant will be offered housing. A copy of this notification will be retained in the Applicant's file.
3. Each Applicant determined to be ineligible or unqualified for admission will be notified in writing of the reason(s) for the determination, and the applicant's right to submit a written request for an informal review within fourteen **calendar** days of the date the notice is postmarked or digitally transmitted.
  - a. DHA or contracting agency hired by DHA will provide the Applicant with a copy of any information (including criminal history) DHA used to determine the Applicant's status as ineligible or unqualified for admission, upon written request.
  - b. The review and hearing procedures is described in DHA's *The Grievance Procedure*.
  - c. Applications withdrawn by the applicant or DHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility are retained in DHA files for at least three years following the date of the withdrawal or rejection of the application.
  - d. Applications will be withdrawn by DHA when an applicant fails to respond **within 14-days**, unless otherwise prescribed in the DHA notice, to a request for information, or to attend a meeting, briefing, or appointment, or when letters or notices sent to the applicant are returned because the applicant is no longer at the address of record.

## K. Preferences for Public Housing Units

Preferences may be established to order the selection of applicants from the wait list. 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. 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 local 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 after January 1, 2020. Details on when and how these preferences may be applied are included in *DHA's Wait List Procedure*.

Applicants with equal local preferences will be selected by lottery number (whichever system is in effect).

DHA will select applicants from the public housing wait lists by lottery. Following the selection by lottery, DHA will evaluate applicants selected by lottery for local preferences, if applicable.

<p><b>Working families 24 CFR §982.207 (b)(2)</b></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, 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>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>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>Mixed population building preference<sup>10</sup></b></p> <p>In buildings intended and operated for occupancy by the elderly and/or persons with a disability (such as Roseland Gardens, Lakewest Senior Village, Renaissance Oaks, Park Manor, Cliff Manor, and Audelia Manor), applications that qualify under the definitions of elderly or disabled will be ranked higher and given preference over those applications that do not qualify as elderly or disabled.</p> <p>Cliff Manor has restrictions against household members under the age of 6 as the property is not certified as lead-free. If DHA becomes aware of a household member under the age of 6 living at Cliff Manor, the household will be required to relocate to another DHA Public Housing development.</p> <p>A number of units at the Buckeye Senior Building are designated for occupancy by elderly or near elderly families (Housing for Older Persons). <b>Only</b> families whose head, spouse, or sole member is a person aged 55-years of age or older may be admitted to these units,.</p>

## L. Factors other than Preferences that Affect Selection of Applicants

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

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<sup>10</sup> This preference shall not apply to units in general occupancy properties.



of the units available.

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

2. **Income targeting:** At least 40 percent of public housing admissions in every year shall be families of Extremely Low Income (as defined in Section XIII, Definition of Terms).
3. **De-concentration:** If at any time, one of DHA's public housing properties has an average tenant income greater than 15 percent higher than DHA-wide average income, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of DHA-wide average income. In addition, DHA may offer voluntary transfers from higher income properties to lower income properties to help achieve de-concentration goals. It is not practical to try to attract higher income applicants to the lower income properties because there are virtually no higher income applicants to attract.

## M. Records Management

1. Information received by DHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.
2. All criminal records are maintained in a secured environment. Once the purpose for which the records were obtained is completed, the records are permanently destroyed.

## N. Occupancy Guidelines<sup>11</sup>

1. Apartment dwelling units shall be occupied by families of the appropriate number of household members in accordance with DHA's Occupancy Standards. This policy maintains the usefulness of the apartments, and in an effort to administer subsidy funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate Occupancy Standards for each unit. This is to prevent over-crowding and over housing. To that extent, DHA will utilize a maximum occupancy standard of two persons per bedroom and a minimum of one person per bedroom.
2. The following principles govern the size of apartment (number of bedrooms) for which a family will qualify. Generally, two people are expected to share a bedroom. The guidance below explains how DHA determines unit sizes to be assigned, but each family, not DHA, decides exactly who shares a bedroom. Units will be so assigned that:
  - a. 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 unit or efficiency.
  - d. Two youth will be assigned to one bedroom, giving consideration to their age and gender.
  - e. Residents who are adults may request to be assigned a separate bedroom. DHA will evaluate each request and make a determination based on its occupancy standards and any circumstances unique to the household.
  - f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, kinship 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 an unborn child (with no other household members) shall be treated as a two-person family.
  - h. Two disabled individuals may be assigned a two-bedroom unit subject to the review and approval of a request for reasonable accommodation.

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<sup>11</sup> HUD Notice of Policy, Dec. 18, 1998 Federal Register.

- 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. Refer to # 3 below for additional guidance on live-in aides.
  - j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified as a medical necessity for a resident with a disability. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom if the sole purpose of the room is to store a folding wheelchair.
  - k. DHA reserves the right to relax these occupancy standards at hard-to-lease properties.
  - l. The local housing code of two persons per bedroom is the standard for the smallest apartment a family may be offered<sup>12</sup>.
  - m. In general, DHA's occupancy standards will provide a minimum of one person per bedroom with a maximum of two persons per bedroom, giving consideration to the age and gender of the occupants.
3. The following principles govern the use of live-in aides.
- a. Live-in aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, who: **24 CFR §5.403**
    - 1) Is determined to be essential to the care and well-being of the persons;
    - 2) Is not obligated for the support of the persons; and
    - 3) Would not be living in the unit except to provide the necessary supportive services.
  - b. DHA's determination whether or not to permit the addition of a live-in aide to a public housing household shall be based upon verification that:
    - 1) 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
    - 2) there is a nexus between the individual's disability and the services that a live-in aide might reasonably provide.
  - c. DHA shall notify the family of the decision to approve or deny the live-in aide in writing within 14 business days from the date all required documentation is provided.
  - d. The family and live-in aide will be required to submit certifications:
    - 1) That the live-in aide is not obligated to support of the person(s) needing the care, and
    - 2) That the live-in aide 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 as a household member).
  - e. A live-in aide cannot maintain a secondary primary residence since the live-in aide is verified to be necessary to provide care on a live-in basis and is expected to live in the unit. A live-in aide may have a job outside the assisted unit if it will not affect the care and services to be provided to the person assisted.

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<sup>12</sup> Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy, may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

- f. Live-in aides are required to assist the head of household to complete their annual recertification responsibilities and DHA must determine annually the eligibility of the household for a live-in aide, unless specified otherwise by the medical practitioner verifying the need for the accommodation as a permanent disability.
- g. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not considered a family member on the lease, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot take over the unit as a “remaining member of a tenant/ family.”
- h. The Live-in aide must meet DHA’s screening criteria which includes a criminal background check. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with any HCV or public housing programs.
- i. Live-in aides must provide verification of social security number, date of birth, complete the live-in aide questionnaire, execute documents authorizing DHA to conduct a criminal background check and sign a live-in aide agreement prior to occupying the unit.

### III. Tenant Selection and Assignment Plan

#### A. Organizing the Applicant Waiting List

1. DHA has established and maintains site-based waiting lists at all properties including mixed finance properties to enable applicants to select the development in which they would like to reside.
2. An Applicant may apply for admission to any open waiting list.
3. When an application is processed for admission to the public housing program the Applicant’s applications to any other DHA owned housing property will be removed from these site-based waiting lists whenever
  - a. the applicant accepts a unit offer, or
  - b. is denied admission due to ineligibility, or
  - c. for failure to meet screening standards, or
  - d. if the applicant refuses a unit offer without good cause.
4. For applicants who submitted an application to the DHA public housing program and to the DHA Housing Choice Voucher program (including HCV special programs), their HCV application will remain unaffected for actions taken in # 3 above.
5. Certain public housing properties are occupied mostly by the transfer of eligible residents (incentive transfers) who are high performing residents when such transferees are available. These properties include the following:
  - a. Frazier scattered site homes,
  - b. Scattered site homes,
  - c. Single family homes (TX 9-29, TX 9-30, TX 9-37, TX 9-40, and TX 9-42),
  - d. Frankford Townhomes,
  - e. Villas at Hillcrest, and
  - f. Any single-family homes to be developed in the future.
6. In the event the incentive waiting lists become exhausted, DHA will pull applicants from the scattered sites waiting list.
7. The Admissions office will monitor racial or ethnic demographic concentrations that may be caused by site-based waiting list choices.

8. The preferences described earlier in this policy will be used to establish the order of each site-based waiting list, and all applicants will retain their initial date and time of application.
9. DHA owns and manages multi-family properties with low income housing tax credits as part of its low rent public housing program. Housing tax credit properties may be comprised of housing units at different subsidy levels. Public Housing applicants seeking to reside in DHA owned low income housing tax credit properties are eligible to apply to any such unit regardless of the subsidy level; however, as a Public Housing program participant, their Tenant Rent is determined based on the standard HUD public housing formula for determining tenant rent. Residents pay no more than 30% of their household income for rent. This is discussed further in DHA's Procedure for Wait List Maintenance and Management.

## B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (emergency transfers, administrative transfers for priority 1, and administrative transfers for priority 2) will receive offers of housing before applicants from the waiting list. This procedure is outlined in this section below.
2. In all offers DHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability, sexual preference, gender identity, or familial status. Also, see *DHA Procedure on Transfers*.
3. Specifically, the following order of offers applies:
  - a. Emergency transfers, such as due to physical hazard (mandatory transfer). **24 CFR § 966.4 (h)**
  - b. Emergency due to other causes, such as VAWA (optional transfer)
  - c. Administrative transfers in the following category order:
    - Priority 1: Reasonable accommodations for residents with disabilities (optional transfer). **24 CFR § 8.4**
    - Priority 2: DHA actions that require a unit to be vacated. Such actions would include renovation, revitalization, demolition, or disposition of the building or complex (mandatory transfer).
    - Priority 3: VAWA emergency request (optional transfer)
    - Priority 4: Occupancy standards for over housed and/or under housed (mandatory transfer) **24CFR §966.4(c)**
    - Priority 5: Split family transfer (optional transfer)
    - Priority 6: New Admissions from the waiting list.
    - Priority 7: Tenant-Incentive: Certain public housing properties are occupied mostly by the transfer of eligible residents (incentive transfers) who are high performing residents when such transferees are available. These transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are nominated by their Manager to transfer to another unit in a different development or scattered site unit.
4. To ensure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, sexual preference, gender identity, national origin, disability or familial status, the "one-offer" plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list, unless the applicant refuses the offer with good cause. (See *DHA's Transfer Procedure*.)
7. If an applicant family's size changes while on the waiting list, the family is required to contact DHA so they can be placed on the correct sub-list by unit size. If DHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit. Some sites may not have units of the size needed by the family and the family will be permitted to select a

different site or up to three sites.

8. When application processing is delayed because of missing verifications or inconclusive screening information, a family's application will be suspended for up to 60 days until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed in the applicant pool for consideration for a future vacancy when it occurs.
9. The applicant must accept any apartment offered within five calendar days of the later of;
  - a. the date the offer is communicated (by email, phone, mail, or the method of communication designated by an applicant with disabilities), or
  - b. the date they are shown the apartment or an equivalent apartment.
10. If the Applicant does not accept the unit offer within five calendar days, the Applicant will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.
11. All offers made over the phone, via email, mail or electronically through Rent Café will be confirmed by first class letter and email.<sup>13</sup>
12. If more than one apartment (of the appropriate size and type) is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
13. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.
14. Applications will be removed from the waiting list in accordance with DHA's *Procedure on Removing Applications from the Waiting List*.

### C. Accessible Units

1. Before offering a Uniform Federal Accessibility Standards (UFAS)<sup>14</sup> accessible apartment to a non-disabled applicant, DHA will offer such units:
  - a. First, to a current public housing resident with a disability that requires the greatest numbers of the special features of the vacant apartment. **24 CFR § 8.27(1) (a)**
  - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment. **24 CFR § 8.27(1) (b)**
2. When offering an accessible/adaptable apartment to a non-disabled applicant, DHA will require the applicant to agree to move to an available non-accessible apartment within 30-days when a current resident or an applicant with a disability needs the accessible/adaptable apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (2)**
3. If an applicant family includes a member with a visual or hearing impairment, DHA will retrofit the unit (at DHA's cost) to be offered to the family to make it fully accessible for the family member's disability. In such instances, DHA will perform the retrofit on a priority basis, and have the work completed as soon as practical.

### D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and/or transfer to and within public housing properties (including public housing units at tax credit properties) will be processed centrally by the Admissions office. Initial preliminary application, waiting list management, screening, and assigning of housing (including transfers) will be made by the Admissions office. Offers may be made in person, in writing, or by phone from the Admissions office.

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<sup>13</sup> Or by the communication method requested by the applicant with a disability.



Property Managers at each site, shows the unit, accepts the security deposit, signs the lease and issues keys.

2. DHA will be in charge of the application and transfer process for ALL public housing units/properties. Applications for admission to the market rate units at tax credit properties will be processed by site staff and audited monthly by DHA.
3. DHA has two possible types of transfers: emergency and administrative transfers. The definition of each is found in this document under the section "Transfer Policy".
4. Certain transfers take precedence over new admissions (see "Making Unit Offers to Transferees and Applicants" above, as well as later in this document under "Transfer Policy".)
5. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants who refuse transfers that are mandatory are subject to lease termination. **24 CFR § 955.4(c)**
  - a. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in DHA's *Procedure on Good Cause for Refusal of Unit Offers* without losing their position on the transfer list.
6. Tenants may use DHA's *Grievance Procedure* if DHA is requiring them to transfer and they do not want to do so or if they believe DHA's action to facilitate the transfer is taking too long. **24 CFR § 966.50**

## E. Monitoring Tenant Selection and Assignments

1. DHA will select applicants from its waiting list by conducting a lottery (random selection) each time it elects to select one or more applicants from a waiting list.
2. DHA will perform this random selection (lottery) using its Yardi software system.
3. DHA will maintain detailed records of each waiting list lottery to demonstrate that its selection methodology is accurate and impartial.
4. Detailed records of units offered, including the location, date, and circumstances, for each acceptance or refusal of an offer, will be maintained and monitored.

## F. Fair Housing

1. It is the policy of DHA to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. DHA shall affirmatively further fair housing in the administration of its public housing program.
2. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under DHA's programs.
3. No inquiries shall be made about a person's sexual orientation or gender identity. However, DHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.
4. To further its commitment to full compliance with applicable Civil Rights laws, DHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at DHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.
5. DHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. DHA will also assist them in completing the forms, if requested, and will provide the client with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

6. DHA will keep records of housing discrimination complaints, investigations, notices and corrective actions for five years.

## IV. Leasing Policies

### A. Anti-Fraud Policy

DHA is fully committed to combating fraud and program abuse in its public housing program. It defines fraud and program abuse as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading DHA. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are various types of fraud and program abuse that may be committed. The two most common are the failure to fully report all sources of income and the failure to accurately report all members residing in the assisted household. DHA shall warn applicants and residents of the consequences associated with engaging in fraud and program abuse.

When a fraudulent action / program abuse is discovered, DHA shall take action. It shall take one or more of the following steps depending on circumstances and what it determines appropriate:

- A. Investigate, gather evidence, analyze the information and make a determination
- B. Inform the applicant / resident of our findings and provide the client with an opportunity to present additional information
- C. After a final determination is made, DHA may:
  - Require the resident to immediately repay the amount in question;
  - Require the resident to enter into a satisfactory repayment agreement
  - Begin lease termination
  - Refer the case for criminal prosecution;
  - Refer the case to the HUD Office of Inspector General; or
  - Take other action as DHA deems appropriate.

### B. General Leasing Policy

1. Apartments will be leased without regard to race, color, religion, sex, age<sup>15</sup>, sexual orientation, gender identity, national origin, disability, and familial status. **24 CFR §§ 1.4 and 100**
2. Each public housing unit must be the resident's sole residence. **24CFR§966.4(f)**
3. All units must be occupied pursuant to a signed DHA lease that complies with HUD's regulations **24 CFR § 966.4**.
4. DHA will not offer, nor move a family, into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head of household, spouse, and all other adult members of the family and by the authorized representative of DHA, prior to actual move-in. **24 CFR § 966.4 (p) Adult members of the family do not include live-in aides, and live-in aides will not sign the lease.**
6. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in. The explanation must be in a language understood by the resident, or in a manner intelligible to a person with disabilities.
7. Changes in family composition, income or familial status between the eligibility interview and leasing will be

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<sup>15</sup> Except at those properties that are properly designated for elderly families.

processed by the Admissions office (for applicants) and by site staff (for residents). Changes after the new admissions process is completed will be processed by the property manager or other authorized representative of DHA.

8. DHA's principles on security deposits are outlined below.
  - a. Public Housing Properties:
    - 1) The Resident shall pay a security deposit at the time of leasing, or, with the permission of DHA, shall be permitted to pay part of the security deposit at leasing and the remainder over the first six months of tenancy as a charge in addition to the rent.
    - 2) The security deposit for new elderly or disabled families shall be the greater of \$100 or one month's rent.
    - 3) The security deposit for new non-elderly and non-disabled families shall be the greater of \$200 or one month's rent.
    - 4) For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any DHA property (including situations in which a family is transferred from one property to another).
    - 5) If a resident transfers from one property to another, the existing security deposit should be applied to the new unit and shall not be increased. If, after conducting a move-out inspection of the previous unit, damages or other charges are owed, DHA will charge the resident but will not use the security deposit to pay the charges. The disposition of the security deposit will only occur when the resident leaves the program.
    - 6) DHA will use the security deposit when the resident leaves the program to pay the cost of any rent or charges that are due and to reimburse DHA for the cost of repairing any damages caused by the Resident, any household member, household pet, guests or other persons beyond the tenant's control, beyond reasonable wear and tear.
    - 7) DHA shall mail to the forwarding address provided by the Resident, within 30 days of vacate date, an itemized statement listing any unpaid rent, damages allegedly caused to the premises and cost of repair, any remaining Security Deposit and a statement of resident rights to dispute. If DHA does not provide a written description and itemized list of damages and charges, the agency forfeits the right to withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises.
    - 8) In accordance with Texas Property Code 93.009 (a), DHA is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives DHA a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. The tenant does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges merely for failing to give a forwarding address to DHA.
9. Pet deposits are in addition to the security deposit, and charged in accordance with DHA's *Pet Policy and Procedure*. Assistive or companion animals verified to be needed by residents with disabilities are not considered pets and pet deposits are not applied or required. **24 CFR § 966.4(b)(5)**
10. If a resident transfers from one DHA apartment to another, a new lease will be executed for the dwelling into which the family moves **prior to the family moving in. 24 CFR § 966.4 (a)(ii)**
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**
  - a. A new lease agreement will be executed, or
  - b. A Notice of rent adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease.



- d. All copies of such riders or insertions are to be dated and signed by the resident and by the President and CEO or other authorized representative of DHA. **24 CFR § 966.4 (o)**
12. At the time of leasing, the new resident will receive a copy of the applicable DHA lease and the following attachments:
  - a. Pet Policy.
  - b. Community Service Policy (public housing program residents only).
  - c. Applicable City Ordinances.
  - d. Other lease attachments as stipulated in Part 1 of the Lease.
13. If, at any time, the head of household dies or permanently leaves the unit for any reason (e.g. institutionalization, forming a new household elsewhere), DHA will permit the remaining members of the family to remain in the unit so long as:
  - a. The remaining family member(s) report the death or departure of the head of household within 10 days of the occurrence;
  - b. There is still at least one member who was listed on the lease for the apartment; and
  - c. The remaining members of the household includes a person who is either an adult or an emancipated minor capable of executing a lease.
14. Residents are not permitted to allow roomers or boarders to occupy their apartments. Violation of this provision is grounds for lease termination.
15. Residents are not permitted to allow a former resident of DHA who has been evicted by DHA or who has been issued a criminal trespass while on DHA property or who has been identified in an agreement signed by the Resident to refrain from allowing the person in their unit to occupy their unit, even as a visitor. Violation of this provision is grounds for lease termination.
16. Residents must advise DHA if they will be absent from the apartment for more than 7 days. Residents shall notify the manager, secure the apartment, and provide a means for DHA to contact the resident in an emergency. Failure to advise DHA of an extended absence is grounds for termination of the lease.

### C. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered, or a similar sample unit, before they accept the offer and lease the apartment in accordance with DHA's *Procedure on Showing Units Prior to Leasing*.
2. DHA will not show nor move a family into a unit that does not meet basic habitability standards, including applicable DHA occupancy standards.

### D. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or DHA's Family Composition Change Procedure, shall be permitted to occupy a dwelling unit. **24 CFR § 966.4(a) (v)**
2. Children will be added to a family's household, if they are born to, or adopted by a family member, or a court awards custody to an adult family member listed on the lease.
3. Generally, DHA will approve the addition of an adult family or household member when that individual passes screening, is not currently residing in a HUD assisted unit, and does not overcrowd the family in the unit they currently occupy.
4. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

### E. Visitors

1. Overnight visitors are permitted in a dwelling unit so long as they register their guests with the property

manager and the guests have no previous history of lease violations on DHA premises.

2. Residents must register all of their overnight visitors with the property manager. The registration form permits DHA to run a criminal history check on adult visitors who stay overnight. DHA may elect to run a criminal history check at its sole discretion. DHA is expected to run a criminal history check on a visitor if it has reason to believe the visitor may live in the DHA unit or if DHA receives complaints about the visitor's behavior from other residents or law enforcement personnel.
3. In DHA properties, a guest may visit overnight for up to a total of 14 days/nights in any twelve-month period.

## V. Transfer Policy

### A. General Transfer Policy

1. Transfers are made within and between properties without regard to race, color, sexual orientation, gender identity, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with DHA's *Transfer Procedure*. **24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship of the resident or other undesirable conditions as determined by the Chief Operating Officer or designee, **as an approved reasonable accommodation request** or as an incentive to high performing residents.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers, or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii) This does not apply to VAWA transfer requests. See DHA's VAWA Procedure.**
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State of Texas.
5. When possible, DHA will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units, so long as there are units of the right size and right type for the resident being transferred. Residents who are subject to mandatory transfers do not have the right to wait until a suitable unit is available at the property they prefer, rather each resident will receive a choice of the units available that are the right size and type.
6. Residents cannot be transferred across housing programs. This includes transfers from public housing (including ACC units in tax credit properties) to tax credit market rate housing, but residents can be transferred within such properties. **In rare occasions and at DHA's sole discretion, an exception to # 6 may be authorized by the DHA President and CEO, resulting from extenuating circumstances.**
7. A resident may submit a written request to transfer. The request must identify the name and current address of the requesting party, the name of the property in which they currently reside, the reason for the transfer, the name of the property (s) which they would like to transfer to, the number of bedrooms they are seeking, and any specific criteria they are seeking in the unit transfer. The request shall be submitted to their Property Manager.
8. The Property Manager shall review the request and submit the request to the Admissions Office for processing.
9. Residents with disabilities or a member who has disabilities may submit a request to transfer as a request for a reasonable accommodation. Such requests shall be submitted to DHA's Disability Rights Coordinator.

### B. Types of Transfers and Priority of Transfers

Resident transfers from one unit to another may occur for a variety of reasons. Some are resident initiated while others are DHA initiated. There may arise emergency circumstances under which alternate accommodations for the Resident must be provided, that may or may not require a transfer. The Resident may request a transfer to a different unit as a reasonable accommodation or an VAWA request. DHA has established the following procedures to manage all transfer requests. The order in which families are transferred shall be hierarchic by category set forth below.

Emergency transfers are certain situations that present life threatening or hazardous conditions that require emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by DHA. Emergency transfers are mandatory, and are not subject to the 'good standing rule'. Examples of emergency transfers are: Physical hazards to the unit, such as fire damage, gas leak, lack of water, lack of heat during winter season, toxic contamination and serious water leak. Victims of VAWA may also qualify for an emergency transfer. 24 CFR § 966.4(h)

- 1) DHA is not required to give prior notice of an Emergency Transfer.
- 2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers; however, the resident will be charged for the damages caused to the apartment and, if applicable, lease termination may be initiated<sup>16</sup>. 24 CFR § 966.4(h)
- 3) Refusal to accept an emergency transfer may be grounds for lease termination and eviction.

Priority 1: DHA actions that require a unit to be vacated for physical hazards to the unit

Priority 2: VAWA emergency request (optional transfer)

Priority 3: Reasonable accommodations for residents with disabilities (optional transfer). 24 CFR § 8.4

Priority 4: Administrative transfer for residents displaced because of DHA action involving demolition, disposition, revitalization or rehabilitation of dwelling units.

Priority 5: Occupancy standards for over housed and/or under housed (mandatory transfer) 24 CFR § 966.4(c)

Priority 6: Split family transfer (optional transfer)

Priority 7: New Admissions from the waiting list

## C. Residents in Good Standing

1. Except for VAWA requests, requests for reasonable accommodation by persons with disabilities and Emergency Transfers (Health and Safety), residents requesting a voluntary transfer (other than those with exceptions) will be considered only if the head of household and other family members and guests under the resident's control:
  - a. Are current on rent without unpaid balance at any time in the past 12 months, or current on a repayment agreement for the past 12 months; and
  - b. Are current on utility payments to DHA or to utility supplier, or are current with any repayment agreement with DHA or utility supplier; and
  - c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease; and
  - d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
  - e. Have not destroyed, defaced, damaged, or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse; and
  - f. For all resident incentive transfers, a one-year record of timely payment (rent and other charges), good housekeeping record, and no lease violations is required.
2. Exception to the good standing record requirement will be made by DHA staff, taking into account the

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<sup>16</sup> Resident may challenge any charges for damages by using the DHA Grievance Procedure.

recommendation by the manager, and with written approval of the Director of Housing Operations.

3. Absent a determination of exception, the following policy applies to transfers:
  - a. If back rent is owed, the resident will not be transferred until a payment plan is executed or, if prior payment plans have failed, back rent is paid in full.
  - b. A Resident with housekeeping standards violations will not be transferred until the Resident passes a follow-up housekeeping inspection.

#### D. Cost of Transfers

1. DHA will pay the moving costs associated with transfers it initiates, and reasonable accommodation transfers, but not those due to changes in family size (overcrowding and over housing), or change in income tier.
2. DHA will pay moving costs for tenants without disabilities who occupy a housing unit with hearing/vision features or a mobility features who are required to relocate in order to make a housing unit available to person(s) with disabilities.
3. In instances where DHA pays the costs associated with unit transfers, DHA will pay reasonable moving expenses, including the cost of disconnecting and reconnecting utilities.
4. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

#### E. Transfers at Section 8 project-based and Housing Tax Credit Properties

1. In the development of affordable housing, DHA has utilized various financing tools resulting in subsidy layering at some of its properties. As a result, some DHA properties are purely Public Housing while other include Public Housing, Low Income Housing Tax Credits, Market Rate units, Tenant based Housing Vouchers and Project-based Vouchers.
2. Because DHA operates properties under multiple programs, public housing tenants may not be able to transfer to certain units or to certain properties because of the subsidy type. In such instances, if the resident desires to relocate to a project-based unit or desires a tenant-based housing voucher, the public housing resident is not eligible for a transfer however; the public housing resident may submit an application on the DHA Rent Café Portal to apply.
3. Current tenants living in Section 8 project-based units or low income housing tax credit units may be transferred within the property in which they reside, but not to other developments. These transfers, if required, will be handled by DHA's housing operations department authorized by the Director of Housing Operations in coordination with the VP of Housing Voucher programs.

### VI. Annual Re-examinations of Income and Family Circumstances

#### A. Eligibility for Continued Occupancy

1. Residents who meet the following criteria will be eligible for continued occupancy:
  - a. Qualify as a family as defined in Section XIII of this policy.<sup>17</sup>
  - b. Are in full compliance with the resident obligations and responsibilities, as described in the dwelling lease, as documented by a lack of lease violation notices in their files. **24 CFR § 966.4(f)**
  - c. All family members each have verified Social Security Numbers. **24 CFR § 5.216**
  - d. Meet HUD standards on citizenship or immigration status, or are paying a pro-rated rent. **24CFR§5.5**

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<sup>17</sup> For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.



- e. Are in compliance with DHA's community service requirements, if applicable.<sup>18</sup>
- f. Have satisfactorily completed their annual recertification.
- g. Have not exceeded the HUD maximum income threshold for public housing residents (see Section .

## B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
  - a. The family reports the departure (or death) of the head of household within 10 days of the occurrence; and
  - b. The family includes a member who can pass screening, and is either of legal age to execute a lease, or is a court-recognized emancipated minor; and
  - c. The new head of household signs a new lease within 10 calendar days of the departure/death of the former head **unless good cause exists.**
2. Remaining family members age 18 years or older will be held responsible for debts incurred by the former head or spouse.
3. DHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the debt incurred *before the remaining member attained age 18.*

## C. Re-examinations

1. Regular Annual Re-examinations: DHA shall, at least once every 12-months, re-examine the family composition and incomes of all resident families, except that public housing families paying flat rent shall have their incomes re-examined only every three years. DHA may take a streamlined approach to the verification of income for families with fixed incomes, using COLA<sup>19</sup> percentages and interest rates rather than independent verification. **24 CFR § 960.257**
2. For a family with total net assets equal to or less than, \$5,000, DHA may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. **24 CFR § 982.516**
  - a. If a family submits such a declaration, the declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
  - b. A PHA must obtain third-party verification of all family assets every 3 years.
3. Special re-examinations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 120 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
4. A special re-examination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. **24 CFR § 960.257**
5. Zero-income families: Unless the family has income that is excluded for rent computation (e.g. the family receives state funding for the care of foster children), families reporting zero income will have their circumstances examined every 90 days until they have a stable income. As required by federal regulations, monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**
6. If DHA is terminating the lease of a resident when the resident is scheduled for re-examination, the re-

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<sup>18</sup> Applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs.

<sup>19</sup> Cost of living allowance.

examination will be completed but a new lease will not be executed:

- a. If DHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted.
- b. If the resident prevails in the lease termination action, a new lease will be executed.

7. Action following re-examination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**

- a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy, and moved to an appropriate apartment when one becomes available. 24 CFR § 966.4(c)(3)
- b. The notice of rent adjustment will include the new rent, the date when the new rent takes effect, and the fact that the resident has the right to request a grievance hearing if the Resident disagrees with, or does not understand the new rent.
- c. Effective date of adjustments:
  - 1) Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
  - 2) Rent decreases go into effect the first of the month following the report of a change.
  - 3) Income decreases reported or verified after the tenant accounting cut-off date, will be effective the first of the second month, with a credit retroactive to the first month.
  - 4) Rent increases (except those due to misrepresentation) require 30-day advanced notice and become effective the first day of the following month.
  - 5) Rent increases due to misrepresentation of information by the family, are applied retroactive to the first of the month following the event that was misrepresented or not reported.

8. Over Income Families: After a public housing resident’s household income has exceeded 120 percent of the area median income (AMI) for two consecutive years, DHA must terminate the family’s tenancy within six months of the second income determination.

- a. 120 percent of AMI, as published annually by HUD, is referred to as the “over income limit”.
- b. When DHA becomes aware, by annual or interim re-examination, that a family’s income exceeds the applicable income limit, DHA will document such information in the family’s file to compare with the family’s income one year later.
  - 1) If the family’s income at next re-examination, continues to exceed the over income limit, then DHA must provide written notification to the family. Notification must specify that if the family’s income continues to exceed the over income limit for two consecutive years, the family will be subject to termination in compliance with the HUD regulations and in accordance with DHA’s over income policy.
  - 2) If the family’s income decreases below the over income limit during the first or second year, then the over income procedures that would otherwise lead to termination of rental housing assistance no longer apply. The family is entitled to a new two-year grace period and the two-year clock resets, and starts over should the family’s income exceed the over income limit again in the future.

c. Over income limit thresholds and an example of timelines are outlined in the tables below:

**Sample Timeline (Over Income at Annual Recertification)**

Clock	Re-examination Date	Re-examination Type	Income Status	DHA Action
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Year 0	8/1/2015	Annual	Low-Income	<i>Complete re-examination.</i>
Begin 2 year clock	8/1/2016	Annual	Over-Income	<i>DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.</i>
1 year later; half-way through 2 year clock	8/1/2017	Annual	Over-Income	<i>DHA conducts annual re-examination to compare current income with that of one year ago. Send written notice to family of over-income status for one year. If over-income for two consecutive years, then housing assistance may be terminated.</i>
1 year later; complete 2 year clock	8/1/2018	Annual	Over-Income	<i>Send written notice to family of over-income status for two consecutive years. Housing assistance will be terminated 6 months from the date of this letter.</i>

**Sample Timeline (Over Income at Interim Recertification)**

Clock	Re-examination Date	Re-examination Type	Income Status	DHA Action
Year 0	8/1/2015	Annual	Low-Income	<i>Complete re-examination.</i>
Begin 2 year clock	11/1/2015	Interim	Over-Income	<i>DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.</i>
	8/1/2016	Annual	Over-Income	<i>Document over-income status. Notice to the client is not required at this point.</i>
1 year later; half-way through 2 year clock	11/1/2016	Interim	Over-Income	<i>DHA conducts interim re-examination to compare current income with that of one year ago. Send written notice to family of over-income status for one year. If over-income for two consecutive years, then housing assistance may be terminated.</i>
	8/1/2017	Annual	Over-Income	<i>Document over-income status. Notice to the client is not required at this point.</i>

1 year later; complete 2 year clock	11/1/2017	Interim	Over-Income	Send written notice to family of over-income status for two consecutive years. Housing assistance will be terminated six months from the date of this letter.
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## VII. Interim Rent Adjustments - Modified Fixed Rent System

### A. Interim Adjustments to Rent between Regular Re-examinations

- Residents are required to report any and all changes in family composition, income, or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction **and may result in lease termination**. In order to qualify for rent reductions, residents must report income decreases promptly.
- Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Verification Procedure (610-1.2) 24 CFR § 960.259(c).
- DHA will process interim changes in rent in accordance with the chart below:

<i>INCOME CHANGE</i>	<i>DHA ACTION</i>
Decrease or loss in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to imputed welfare income rules <sup>20</sup> .	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR § 5.609
New or Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR § 5.609
New or Increase in income following DHA granting interim rent decrease.	Process increase in household income with 30-days' notice.
New or Increase in earned income from the employment of a current household member. Note: If the family is at a project-based rental assistance multifamily property, an interim is still required for cumulative increases of more than \$200/month.	Process increase in household income and tenant rent with 30-days' notice.
Increase in unearned income (e.g. COLA adjustment for social security).	Defer rent increase to the next regular re-examination.
Increase in income because a person with income (from any source) joins the household.	Process an interim redetermination of the family's income and establish the tenant rent commensurate to the household income. Increases in tenant rent to become effective with 30-days' notice.
New unearned income	Process an increase in household income and tenant rent with 30-days advanced written notice to the tenant

<sup>20</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).



New or Increase in monetary or non-monetary income after resident 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 interim increase with 30-days' notice.
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, effective the following month.

4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Procedure on Verification of Information 24 CFR § 960.259(c)
5. DHA will process interim decreases in rent as follows:
  - a. When a decrease in income is reported, and DHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
  - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed. Residents granted a reduction in rent are required to report for special re-examinations at intervals determined by the housing manager. Reporting is required until income increases or it is time for the next regularly scheduled re-examination, whichever occurs first.
6. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
  - a. Welfare department has reduced the grant because of welfare fraud; or
  - b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.
    - 1) If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
    - 2) If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction that was processed.
    - 3) If the welfare department overturns the grant reduction, no retroactive balance is owed.

## B. Interim Changes in Family Composition

1. All changes in family composition must be reported within 10 days of occurrence. Certain types of changes do not require DHA advance approval, but they must be reported within 10 days if occurrence, including:
  - a. Someone listed on the lease leaving the unit; or
  - b. Birth, adoption, or court-awarded custody of a child.
2. Additions of the following person(s) must be requested in writing and require written approval from DHA before the person(s) may move into the apartment:
  - a. Adult family member (including a new spouse);
  - b. Foster child or children;
  - c. Foster adult;
  - d. Live-in aide; or

- e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the housing operations department and, with the exception of live-in aides, must not overcrowd the unit. See DHA's *Procedure on Additions to and Deletions from the Household*.
  4. 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, 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.
  5. When the change in family size would require the family to transfer to a smaller or larger unit, the family will be placed on the central transfer list as soon as the change in family circumstances is verified. Transfers will be processed in accordance with this policy and DHA's *Procedure on Transfers*.

### C. Earned Income Disallowances – Public Housing Residents Only

1. If a resident goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an earned income disallowance (EID), as described below and in DHA's *Procedure on Earned Income Disallowances*. To qualify, a public housing resident:
  - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working 10 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 (TANF). If an in-kind benefit (child care, clothing, or transportation subsidies, for example) was received it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount based on 50 percent of the resident's incremental earned income.
4. If the resident stops working, the disallowance stops and resumes again when the resident goes back to work. During the period when the resident is not employed, rent will be based on the resident's actual income.
5. Even if the full 24 months of disallowance (12 months of full disallowance, plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify.

7. No one receives more than one EID in a lifetime.
8. A resident may qualify for a retroactive EID if all of the following are true:
  - a. The resident qualified for an EID after 10/1/99; and
  - b. The resident reported the increased income; and
  - c. DHA increased the resident's rent; and
  - d. The resident paid the increased rent.
9. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to DHA by the resident shall be deducted.
10. If a resident qualifies for a retroactive EID, the resident shall be entitled to the choice of a payment of the retroactive amount due as calculated above, or a prospective rent credit.

## VIII. Lease Termination Policies

### A. General Policy on Lease Terminations for Public Housing Subsidy Properties

1. Either DHA or a resident may terminate tenancy at any time, in accordance with all applicable federal, state, and local laws and the lease terms. **24 CFR § 966.4(I)**

### B. Resident-initiated Lease Terminations for Public Housing Subsidy Properties

1. A resident may terminate tenancy by providing 30 days' written notice to DHA or housing manager in accord with DHA's *Procedure on Lease Terminations*.

### C. DHA-initiated Lease Terminations for Public Housing Properties

1. DHA shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(I)**
2. The DHA shall give written notice of proposed lease termination in the form required by the lease and applicable regulations and in accordance with the state laws and local laws, in English or Spanish, or, in the case of a resident with disability, in the format requested by the resident. **24 CFR § 966.4(I)**
3. In accordance with the lease and grievance procedure, DHA shall notify the resident in the lease termination notice of the resident's grievance rights if the lease termination is subject to the grievance procedure.
  - a. DHA is sensitive to the possibility that certain actions of a resident may be related to, or the result of, domestic violence, dating violence, sexual assault, or stalking (see Definitions in Section XIII), and will offer a resident in this situation an opportunity to certify to such facts.
  - b. The Violence Against Women Act (VAWA) protects individuals who are the victims of such crimes and misdemeanors, known collectively as VAWA crimes, from lease termination and eviction for criminal activity related to their victimization.
  - c. Victims have 14-days to certify (on HUD 5382) or provide other documentation to certify their status as a victim.
    - 1) DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:
      - i. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".
      - ii. 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.

- iii. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.
- d. 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.
- e. Notice is provided to applicants and residents liberally at admission, recertification, termination, and denial of assistance on HUD 5380.
- f. Detailed procedures on emergency transfers are covered in DHA's *VAWA Procedure*

#### D. Notification Requirements

1. The DHA's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the details of the reason for termination, the date the termination will take place, and **will indicate the tenant's rights to a Grievance Hearing.**
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by Texas law.
3. Texas Property Code 24.005 Notice to Vacate Prior To Filing Eviction Suit (f), except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.
4. When DHA terminates the lease, written notice will be provided as follows:
  - a. 14 days prior to termination for failure to pay rent;<sup>21</sup>
  - b. Three (3) days prior to termination, consistent with the exigencies of the situation in cases of violent or drug-related criminal activity that threatens other residents, staff, or neighbors of the property; or
  - c. At least 30 days prior to termination in all other cases.

#### E. Eviction Actions for Public Housing Properties

1. DHA may evict a resident only by bringing a court action.
2. The constable's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If DHA files an eviction action against a resident, the resident will be liable for court costs, including attorney's fees, unless the resident prevails in the action and those specific costs have been awarded by a judge in a final judgement, and unless all appeal rights have been exhausted and all applicable deductions pursuant to that judgment have been made. Such attorneys' fees or costs shall not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgment.

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<sup>21</sup> HUD Notice PIH 2021-29 requires nonpayment of rent eviction notices to extend from 14 days to 30 days. Dallas Ordinance No. 31521 requires DHA to give tenants a 21-day notice of possible eviction prior to any notice to vacate for nonpayment of rent.

4. DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction and will provide tenants with a ledger showing all outstanding charges attached to the Lease Termination notice.
5. DHA will only pursue collection costs for attorney's fees when those specific costs have been awarded in a final judgement, and all rights to an appeal have been exhausted and all applicable deductions pursuant to that judgement has been mad. Such attorney's fees and costs will not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgement.
6. Other non-rent charges will not be assessed to a resident's ledger unless and until the tenant has been provided a Notice of Charge containing an explanation of the charge(s) and how to dispute the charge(s) through the grievance process.
7. DHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease. The resident must prove this defense by the preponderance of the evidence.
8. In deciding whether or not to evict for criminal activity, DHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family members not involved in the proscribed activity.
9. In appropriate cases of criminal activity by a family member other than the head or spouse, DHA may permit continued occupancy by remaining family members, and may impose a condition that the family member(s) who engaged in the proscribed activity will neither reside in, nor visit the dwelling unit or the property.
10. DHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
11. DHA may require that the remaining family members live in strict compliance with the lease and that the family execute an agreement for an appropriate period of time.
9. Once an eviction occurs, DHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

#### F. Record keeping Requirements for Public Housing Properties

1. A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:
  - a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied;
  - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  - c. For lease terminations for criminal activity, a note in the file with the date, case number, and source of information relating to the Notice of Arrest or Notice of the Incident;
  - d. For lease terminations for cause, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
  - e. Specific reason(s) for the notice(s), with section of the lease violated, and other facts pertinent to the issuing of the notice(s) described in detail;
  - f. Date and method of notifying resident;
  - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
  - h. Copy of the served Termination Notice;
  - i. Copy of any agreed settlement orders; and
  - j. Copy of any post-judgment agreements.



## G. General Policy on Lease Termination for Non-Public Housing Properties

1. Non-public housing subsidy properties refer to those such as Section 8 project-based properties, multifamily properties, and housing tax credit units not receiving HUD operating subsidy.
2. Either DHA or the resident may terminate tenancy at any time in accordance with all applicable federal, state, and local laws and the lease terms.

## H. Resident-initiated Lease Terminations for Non-Public Housing Properties

1. Resident may terminate tenancy by providing 30 days' written notice to DHA or housing manager in accordance with DHA's *Procedure on Lease Terminations*.

## I. DHA-initiated Lease Terminations for Non-Public Housing Properties

1. DHA or its manager shall terminate the lease only for substantial lease violations or repeated violations of the lease that disrupt the livability of the community, adversely affect the health, safety, or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the community, or have an adverse financial effect upon the community, or failure to carry out obligations under the State of Texas Property Code or other good cause (only at the expiration of the lease term).
2. **Manager shall give written notice of proposed lease termination in the form required by the lease, and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.**
3. Although under HUD regulations, project-based Section 8 and housing tax credit units that do not receive HUD operating subsidy are not subject to the public housing grievance procedure, DHA has chosen to make this forum available in all the properties it manages. Consequently, in accordance with the grievance procedure rules, DHA shall notify the resident in the lease termination notice of the resident's grievance rights if the lease termination is subject to the grievance procedure.
  - a. DHA is sensitive to the possibility that certain actions of a resident may be related to, or the result of, domestic violence, dating violence, sexual assault, or stalking (see Definitions in Section XIII), and will offer a resident in this situation an opportunity to certify to such facts.
  - b. The Violence Against Women Act (VAWA) protects individuals who are the victims of such crimes from lease termination and eviction for criminal activity related to their victimization.
  - c. Victims have 14 days to certify (on HUD 5382) or provide other documentation to certify their status as a victim.
    - 1) DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:
      - i. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".
      - ii. 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.
      - iii. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.
  - d. 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.

- e. Notice is provided to applicants and residents liberally at admission, recertification, termination, and denial of assistance on HUD 5380.
- f. Detailed procedures on emergency transfers are covered in DHA's *Procedures on VAWA Crimes*.

## J. Notification Requirements for Non-Public Housing Properties

1. DHA's written Notice of Lease Termination will state the following:
  - a. The date the lease will be terminated;
  - b. The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation;
  - c. That if the tenant remains in the unit beyond the date specified for termination, that DHA may enforce the termination by bringing judicial action, at which time the tenant may present a defense;
  - d. That the tenant has 10 calendar days within which to discuss the proposed termination of tenancy with the manager. The 10 calendar days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed;
  - e. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest DHA's actions in any court proceeding;
  - f. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice;
  - g. The Notice to Vacate may run concurrent with any notice required by state law;
  - h. Notices of Lease Termination may be personally served on a member of the tenant household who is at least 16 years old, taped to the inside of the unit's front door, or may be mailed by first class mail;
  - i. When DHA terminates the lease, written notice will be provided in accordance with the DHA Lease and applicable laws.

## K. Eviction Actions for Non-Public Housing Properties

1. DHA may evict a resident only by bringing a court action.
2. The constable's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If DHA files an eviction action against a resident, the resident will be liable for court costs, excluding attorney's fees, unless the resident prevails in the action.
4. DHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
5. The resident may raise as a defense that the resident did not know nor should have known about the action that violated the lease.
6. The resident must prove this defense by the preponderance of the evidence.
7. In deciding whether or not to evict for criminal activity, DHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family members not involved in the proscribed activity.
8. In appropriate cases, DHA may permit continued occupancy by remaining family members, and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
9. DHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful



completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.

10. DHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.
11. Once an eviction occurs, DHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

## L. Record Keeping Requirements for Non-Public Housing Properties

1. A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:
  - a. Name of resident, race and ethnicity, number and identification of apartment occupied;
  - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident;
  - d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
  - e. Specific reason(s) for the notice(s), with section of the lease violated, and other facts pertinent to the issuing of the notice(s) described in detail;
  - f. Date and method of notifying resident;
  - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
  - h. Copy of the served Termination Notice;
  - i. Copy of any agreed settlement orders; and
  - j. Copy of any post-judgment agreements.

## IX. Utilities

### A. Resident-Paid Utilities

1. The following requirements apply only to residents living in developments with resident-paid utilities: **24 CFR § 965 & 966.4(b)(2)**
  - a. In units with resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease, and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**
  - b. If a resident or applicant is unable to get utilities connected in the Resident or Applicants his/her own name because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. Depending upon the size and type of unit an applicant needs, the inability of an applicant to get utilities connected may cause the application to be rejected. **24 CFR § 960.203**
  - c. When a resident makes an application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that DHA will be notified if the resident fails to pay the utility bill.
  - d. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**
  - e. Residents who pay their utility bills directly and are paying an income-based rent have the amount of

rent owed to DHA reduced by the amount of the utility allowance. In other words, the resident's total tenant payment, less the utility allowance equals the tenant rent owed to DHA.

- f. When a resident's total tenant payment is less than the utility allowance, DHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632**. When the value of the utility reimbursement is less than \$15 per month, reimbursements will be paid quarterly rather than monthly.
- g. Residents on whose behalf utility reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the utility allowance.
- h. If the resident's actual utility bill is less than the utility allowance, the resident receives the savings.
- i. Residents who have elected to pay a flat rent do not receive a utility allowance. The value of the utilities paid by the resident have already been deducted from the flat rent.

## **B. Excess Utility Charges**

1. In some specific DHA properties, individual units are "check-metered". In DHA developments that are "check metered", the gas utility runs through a master meter for the property and on to sub-meters (also known as check-meters) for each individual dwelling unit. As a result, residents have a consumption-based utility billing along with DHA's consumption-based utility allowance, reflective of the size and type of unit and actual equipment provided by DHA. Check meters are read by DHA and each tenant is charged only for their utility consumption in excess of the utility allowance at the rate paid by DHA.
2. In buildings where utilities are not individually metered and there are no check meters, DHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by DHA. Examples include:
  - a. Second refrigerator;
  - b. Freezer.

## **C. Reasonable Accommodations and Utility Allowances**

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances, if there is a verified need for special equipment because of the disability, which can be evaluated through the request for reasonable accommodation procedure.  
**24 CFR § 8.4 and 966.7**

## **D. Utility Allowance Schedule**

1. DHA shall perform an update of its utility allowances in strict accordance with applicable HUD regulations. DHA utilizes the professional services of a third-party subject matter expert to update its utility allowance schedule applying current market rate data as required.
2. DHA shall inform its residents of any changes to the utility allowance schedule
3. DHA shall make its utility allowance schedule effective on January 1 applying the impact of the utility allowance schedule at the resident's next regularly scheduled annual recertification.

## **X. Flat Rents (Public Housing Subsidy Units Only)**

1. Flat rent payments are available to participants in the public housing program only. Flat rents are not available to households who are occupants of Market Rent units or residents of DHA owned developments who participate in the Housing Choice Voucher program or Project-based Voucher program.
  - a. Flat rents shall be determined in accordance with HUD regulations.
  - b. Flat rents vary by apartment size and type, and also by development location.

- c. Flat rent payers do not receive a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with development-paid utilities.

#### A. Annual Update of Flat Rents

1. DHA shall review the flat rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on HUD's published small area fair market rents.
3. When a resident chooses flat rent, the Resident's rent shall be adjusted only at the next annual re-examination, rather than when DHA may revise the flat rents.

#### B. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual re-examination, each family is offered a choice between paying the income-based rent and the flat rent, applicable to the unit they will be occupying.
2. Because of the way the federal law is written, choice of flat rent may only be offered at admission and annual re-examination.

#### C. Recertification of Families on Flat Rents

1. Families paying flat rents are required to recertify income only every three years, rather than annually. They are required to participate in annual re-examinations to ensure that apartment size is still appropriate and community service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

#### D. Hardship Reduction in Flat Rents

1. If a resident who opted for flat rent experiences a decrease in income, the Property Management staff (starting with the assigned leasing professional) will perform an interim re-examination of Income.
2. If the reduction in income will last more than 30 days, property management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual re-examination, the resident must pay the income-based rent until the next annual re-examination.

### XI. Determining Income and Rent

#### A. Annual Income

1. To determine annual income, DHA Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, DHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.
2. 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. **24 CFR § 5,609**
3. 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 re-examination 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:
  - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
  - b. 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;

- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
- d. 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;
- e. 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<sup>22</sup>;
- f. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay<sup>23</sup>;
- g. All welfare assistance payments (Temporary Assistance to Needy Families, or TANF) received by or on behalf of any family member of any age;

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

- h. 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
- i. All regular pay, special pay, and allowances of a family member in the Armed Forces.<sup>24</sup>

3. For a family with total net assets equal to or less than, \$5,000, DHA may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. 24 CFR § 960.259

- a. If a family submits such a declaration, the declaration must state the amount of income the family

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<sup>22</sup> Delayed or deferred periodic payments of social security or supplemental security income benefits receive special consideration.

<sup>23</sup> Lump-sums are sometimes treated as assets instead of income, and receive special consideration. See the section on Excluded Income (B.1.I.).

<sup>24</sup> Special pay for exposure to hostile fire receives special consideration. See the section on Excluded Income (B.1.I.).



expects to receive from such assets; this amount must be included in the family's income.

- b. A PHA must obtain third-party verification of all family assets every 3 years.

## B. Excluded Income

1. Annual income does not include the following: **24 CFR § 5.609**
  - a. Income from the employment of children (including foster children) under the age of 18 years;
  - b. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
  - c. 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<sup>25,26</sup>
  - d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - e. Income of a live-in aide, provided the person meets the definition of a live-in aide;
  - f. The full amount of student financial assistance paid directly to the student or the educational institution;
  - g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  - h. Certain amounts received that are related to participation in the following programs:
    - 1) 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);
    - 2) 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);
    - 3) 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;
    - 4) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
  - i. 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 DHA;
  - j. Temporary, non-recurring, or sporadic income (including gifts);
  - k. 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;
  - l. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the

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<sup>25</sup> If settlements will be paid out in periodic payments, then they are treated like routine payments, not lump sums.

<sup>26</sup> Treatment of delayed or deferred periodic payments of social security, supplemental security, or Veterans Administration income benefits are also handled differently. They are explained later in this section.

household, spouse, and co-head);

- m. Adoption assistance payments in excess of \$480 per adopted child;
- n. 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:
    - i. 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 DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs.
    - ii. 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.
- 1) During the 12-month period beginning when the member first qualifies for a disallowance, 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.
- 2) Regardless of how long it takes a resident to complete 12 working months (to complete the first exclusion) or an additional 12 working months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 total months.
- 3) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission.<sup>27</sup>
- p. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- q. Deferred payments of VA disability benefits that are received in a lump sum payment;
- r. 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;
- s. 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;
- t. 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.<sup>28</sup>
- u. The following is a list of benefits excluded by other federal Statutes:
  - 1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

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<sup>27</sup> One exception is if the applicant qualified as unemployed. For example, if the applicant's earnings are less than would be earned working ten hours per week at minimum wage, then the applicant would be considered unemployed.

<sup>28</sup> A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

- 2) 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:
- 3) The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- 4) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- 5) 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).
- 6) Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
- 7) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; (25 USC. 459e)
- 8) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; (42 USC 8624 (f))
- 9) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; (P. L. 94-540, 90 Stat 2503-04)
- 10) The first \$2,000 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 (25 USC 117b, 1407);
- 11) 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). 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;
- 12) 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;
- 13) 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;
- 14) Payments received under Maine Indian Claims Settlement Act of 1980; (P.L. 96-420,94 Stat. 1785)
- 15) 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)
- 16) Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j);
- 17) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- 18) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- 19) 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;



- 20) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- 21) Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- 22) Exclusion of income earned under temporary employment with the U.S. Census Bureau;
- 23) Kinship Guardian assistance payments and other guardianship care payments;
- 24) Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- 25) Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- 26) Payments from any deferred Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- 27) 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; or
- 28) 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*.
- 29) Rent relief payments received under the CARES Act

### C. Anticipating Annual Income

1. 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. **24 CFR § 5.609(d)**

### D. Adjusted Income

1. Adjusted income (the income upon which income-based rent is based) means annual income less the following deductions: **24 CFR § 5.611** All families are eligible, if verified, for these categories below:
  - 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 their education. Amounts deducted must be unreimbursed expenses and shall not exceed:
    - 1) The amount of income earned by the family member released to work; or
    - 2) 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 — 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.
    - 1) In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
    - 2) Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and

the cost of a van required by the family member with disabilities.

- 3) 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.
  - 4) 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. Only elderly and disabled families are eligible (when verified), for the categories below:
- a. Medical expense deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to:
    - 1) 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 above in the section on work-related disability expenses.<sup>29</sup>
  - b. Elderly/disabled household exemption — an exemption of \$400 per household. See definitions section.
  - c. Optional deductions/exemptions: DHA may amend this policy and grant further deductions. Any such deduction would be noted here in this section. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect.

## E. Computing Income-based Rent and Choice of Rent in Public Housing

1. Total tenant payment (TTP) **24 CFR § 5.628** the first step in computing income-based rent is to determine each family's TTP.
  - a. If the family is occupying an apartment that has tenant-paid utilities, the utility allowance is subtracted from the TTP.
  - b. The result of this computation, if a positive number, is the tenant rent.
  - c. If the TTP minus the utility allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by DHA<sup>30</sup>.
2. Total tenant payment (income-based rent) is the higher of:
  - a. 30% of adjusted monthly income; or
  - b. 10% of monthly income; but never less than the
  - c. Minimum rent of \$50; and not more than the

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<sup>29</sup> Section on Adjusted Income (D.1.c.).

<sup>30</sup> Tenant reimbursements of less than \$15 per month will be paid quarterly.

- d. Flat rent, if chosen by the family.
3. Tenant rent:
    - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the total tenant payment.
    - b. In developments where DHA pays all utility bills directly to the utility supplier, tenant rent equals total tenant payment. **24 CFR § 5.634**
  4. Minimum Rent:
    - a. The public housing minimum rent shall be \$50 per month.
  5. Minimum rent hardship exemption:
    - a. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**
      - 1) the family has lost eligibility for or is applying for an eligibility determination for a federal, state, or local assistance program;
      - 2) requirements; or
      - 3) A death in the family has occurred.
    - b. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of adjusted monthly income or 10 percent of monthly income.
    - c. If DHA determines that the Resident's situation does not qualify for a financial hardship, DHA will reinstate the minimum rent from the beginning of the suspension of the minimum rent. The Resident must pay back the rent on the terms and conditions established by DHA.
  6. Choice of Rent (public housing only):
    - a. At initial certification and at each subsequent annual re-examination, the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the apartment they will be occupying.
    - b. When a mixed family's TTP is greater than the flat rent, DHA is required to use the TTP as the mixed family TTP. DHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent. **24 CFR §5.520(e)**

## **XII. Public Housing Community Service**

### **A. Policy Background**

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

resident and the resident service coordinator. DHA will accept tenant self-certifications of compliance with the community service requirement.

## B. Definitions

1. Community service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
  - a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
  - b. Work with a non-profit organization that serves DHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, neighborhood clean-up programs, beautification programs, etc.;
  - c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.;
  - d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;
  - e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);
  - f. Work with other youth, disability service or advocacy, or senior organizations;
  - g. Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);
  - h. Work at the property to help with children's programs;
  - i. Work at the property to help with senior programs;
  - j. Help neighborhood groups with special projects;
  - k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;
  - l. Care for the children of other residents so they may volunteer.
  - m. Political activity is excluded.
  - n. Work activity must not take the place of work performed by paid employees.
2. Self-sufficiency hours count toward the 8-hour-per-month requirement only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit. Activities include, but are not limited to:
  - a. Job readiness programs;
  - b. Job training programs;
  - c. Skills training programs;
  - d. Higher education (junior college or college);
  - e. Vocational education;
  - f. GED classes;
  - g. Verifiable job search activities;
  - h. Apprenticeships;

- i. Substance abuse or mental health counseling;
  - j. English proficiency or literacy (reading) classes;
  - k. Parenting classes;
  - l. Budgeting and credit counseling;
  - m. Any kind of class that helps a person toward economic independence; or
  - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.
3. Exempt adult - an adult member of the family who is not required to perform community service because they are:
- a. A person who is 62 years or older;
  - b. A person who is blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certifies that, because of this disability, they are unable to comply with the service provisions of this subpart;
  - c. A primary caretaker of a person who is blind or disabled;
  - d. A person engaged in work activities. In order for an individual to be qualified under this definition they must be "engaged in work activities", including:
    - 1) Working at least 30 hours per week in an unsubsidized job;
    - 2) Subsidized private-sector employment;
    - 3) Subsidized public-sector employment;
    - 4) On-the-job-training;
    - 5) Job-search;
    - 6) Community service programs;
    - 7) Vocational educational training (not to exceed 12 months with respect to any individual);
    - 8) Job-skills training directly related to employment; or
    - 9) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency.
  - e. Enrolled in satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
  - f. Is a member of a family receiving and compliant with requirements of the Temporary Assistance for Needy Families (TANF); **45 CFR Part 260**
  - g. A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP); or **7 CFR Parts 271, 272 and 273**
  - h. A member of a family receiving assistance, benefits, or services under any other welfare program of the state in which the PHA is located, including a state-administered Welfare-to-Work Program, who has not been found by the state or other administering entity to be in non-compliance with such a program.

### C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of community service or self-sufficiency activity.
2. The 8 hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.



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

#### D. DHA Obligations

1. To the greatest extent possible and practicable, DHA and its housing managers will:
  - a. Provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their community service/self-sufficiency obligations;
  - b. Include in the community service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the community service requirement; and
  - c. Provide referrals for volunteer work or self-sufficiency programs.
2. The housing manager will provide the family with exemption verification forms and recording/certification documentation forms and a copy of this policy at initial application and at lease execution.
3. DHA will make the final determination as to whether or not a family member is exempt from the community service/self-sufficiency requirement.
4. Residents may use DHA's *Grievance Procedure* if they disagree with DHA's determination.
5. All specific contractors and employees who may come into contact with respondent's residents (including eviction counsel) understand their obligation to report to the Disability Rights Coordinator for any request for reasonable accommodation that are made.

## E. Non-compliance of a Non-exempt Family Member

1. If a non-exempt adult fails to report to the manager or fails to complete the required 8 hours of neighborhood service or self-sufficiency activity, the non-exempt adult shall be considered to be in non-compliance.
2. When a housing manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the housing manager shall send a Notice of Lease Violation to the head of household.
3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the manager.
4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
5. The family may use DHA's *Grievance Procedure* to contest the lease termination.

## XIII. Definitions of Terms

1. Accessible dwelling units - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities.
  - a. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.
  - b. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. Accessible facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**
3. Accessible route - for persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAS). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3 & § 40.3.5**
4. Adaptability - ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40.3.5**
5. Affiliated 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 other person living in the household of that individual.
6. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**
7. Applicant – an individual or a family that has applied for admission to housing.
8. Area of operation - jurisdiction of DHA as described in state law and DHA's Articles of Incorporation; the City of Dallas and all unincorporated areas within five miles of the City boundaries, as amended by the federal Settlement Agreement in Walker v. DHA and HUD.



9. Assets - assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets." See the definition of net family assets, for assets used to compute annual income. **24 CFR § 5.603**
10. Auxiliary aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**
11. Care attendant - a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
12. Citizen - citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
13. Co-head of household - one of two persons held responsible and accountable for the family.
14. Community service requirements - the performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See DHA's *Policy on Community Service*.
15. 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.
16. 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**
17. Dating violence - for purposes of interpreting the Violence Against Women Act (VAWA), 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.
18. Dependent - 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**
19. Designated family - means the category of family for whom DHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **PL 96-120**
20. Designated housing (or designated development) - a development, or portion of a development designated for elderly only or for disabled families only, in accordance with **PL 96-106**.
21. Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**

22. Disability assistance expenses – reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source. The amount of the deduction is the dollar value of care or apparatus expenses that exceed 3 percent of annual income but never more than the amount earned by all adult family members who are working.
23. 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**
24. Displaced person – a person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b)**. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49CFR § 24.2**
25. 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.)
26. Domestic violence - for purposes of interpreting the Violence Against Women Act (VAWA), 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 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.
27. 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. **24CFR§ 5.A**
28. 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**
29. 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**
30. Elderly person - a person who is at least 62 years of age. **42 USC 1437a(b)(3)**
31. Eligible immigration status - for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 5.0508**
32. Emancipated minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction or who is legally married. An emancipated minor is eligible to be a head of household and sign a DHA lease.

33. Extremely low income (ELI) family – a family whose annual income is equal to or less than 30% of Area Median Income (AMI), as published by HUD adjusted for family size.
34. Family - two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in DHA housing; or two or more persons who are not so related, but are or will be regularly living together, can verify shared income or resources who will live together in DHA housing.
- The term family also includes, as defined herein: elderly family, near elderly family, disabled family, displaced person, single person, the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **24 CFR §§ 5 and 960**
  - Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".
  - Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".
  - For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
35. 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 their 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.
36. 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**
37. Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying or visiting in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR § 5.A**
38. Head of the household - Head of the household (HOH) means the family member (identified by the family) who is held responsible and accountable for the family.
39. Immediate family member - for purposes of interpreting the Violence Against Women Act (VAWA), 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.
40. 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)**
41. Individual with disabilities - Section 504 definition **24 CFR § 8.3** Section 504 definitions of individual with handicaps and qualified individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:
- A physical or mental impairment that:
    - Substantially limits one or more major life activities;

- 2) Has a record of such an impairment; or
  - 3) Is regarded as having such an impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c. Definitional elements:
- 1) "Physical or mental impairment" means:
    - i. 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; genitourinary; hemic and lymphatic; skin; and endocrine; or
    - ii. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
  - 2) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
  - 3) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
  - 4) "Is regarded as having an impairment" means:
    - i. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
    - ii. Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
    - iii. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.
- d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing designated for people with disabilities or to receive a disability-related income deduction a person must meet the program definition of "person with disabilities" found in this section.
42. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law.) The primary caregiver must be able to document Kinship care. This is usually accomplished through school or medical records.
43. Live-in aide - a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:
- a. Is determined by DHA to be essential to the care and well-being of the person(s);
  - b. Is not obligated to support the family member; and

- c. Would not be living in the apartment except to provide the necessary supportive services. **24 CFR 5.403**
44. **Local preferences:** - a PHA may adopt a system of local preferences for selection of families admitted to the public housing program. There are four local preferences in effect, which are described in the section "Eligibility and Intake". **Lower-income household** - a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**
45. **Medical expense allowance** - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. **24 CFR § 5.603**
46. **Minor** - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
47. **Mixed family** - a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**
48. **Mixed population development** - means a public housing development for elderly and disabled families. The DHA is not required to designate this type of development.
49. **Multifamily housing development** - for purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
50. **National** – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**
51. **Near-elderly family** - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
52. **Near-elderly person** - means a person who is at least 50 years of age but less than age 62, who may be a person with a disability **42 USC 1437a(b)(3)**
53. **Net family assets** –
- a. 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, 401(k) 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); or
    - 5) Other forms of capital investments.
  - b. Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
  - c. 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 re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

- d. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

54. Other person under the resident's control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (e.g. pizza delivery) is not "under the resident's control". **24CFR § 5**

55. Person with disabilities<sup>31</sup> **42 USC 1437a(b)(3)** means a person<sup>32</sup> who:

- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423**; or,
- b. Has a physical or mental impairment that:
  - 1) Is expected to be of long continued and indefinite duration;
  - 2) Substantially impedes their ability to live independently; and,
  - 3) Is of such nature that such disability could be improved by more suitable housing conditions; or,
  - 4) 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)**.
- c. This is the definition that is used for eligibility and granting deductions for rent.

56. Portion of development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24 CFR § 945.105**

57. Reasonable Accommodation – means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service or activity; or (3) to avoid discrimination against an Individual with a disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service or activity.

58. Refusal of housing - an applicant's choice not to accept a DHA offer of housing without good cause.

59. Rejection for housing assistance – DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

60. Qualified individual with disabilities Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that DHA can demonstrate would result in a fundamental alteration in its nature.

- a. Essential eligibility requirements include: stated eligibility requirements such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection

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<sup>31</sup> Note that this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR 8.4 (c) (2)

<sup>32</sup> A person with disabilities may be a child.



criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than DHA.

- b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by DHA as a part of the assisted program. The person may not be “qualified” for a development lacking such services. **24 CFR § 8.3**
61. Service provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
62. Sexual assault – intercourse and penetration without consent; sexual abuse of an individual who cannot give their consent due to a disability or diminished mental capacity; intercourse, penetration or sexual contact with a minor (Texas law defines a minor as any person under age 17); forcible and violent intercourse, penetration, or sexual contact, regardless of whether consent is given; and coercive sexual acts.
63. 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.
64. Spouse - spouse means the husband or wife of the head of the household.
65. Stalking – for purposes of interpreting the Violence Against Women Act (VAWA), 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
  - a. That person,
  - b. A member of the immediate family of that person; or
  - c. The spouse or intimate partner of that person.
66. Tenant rent - the amount payable monthly by the family as rent to DHA. If all utilities (except telephone) and other essential housing services are supplied by DHA, tenant rent equals total tenant payment. If some or all utilities (except telephone) and other essential housing services are not supplied by 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 5.6.**
67. Total tenant payment (TTP) - calculated using the following formula:
  - a. The greater of 30% of the monthly adjusted income (as defined in these policies), or
  - b. 10% of the monthly annual income (as defined in these policies), but
  - c. Never less than the minimum rent.
  - d. If the resident pays utilities directly to the utility supplier, the amount of the utility allowance is deducted from the TTP. **24 CFR §5.6** See definition for tenant rent.
68. Uniform Federal Accessibility Standards (UFAS) - standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**
69. Utilities - utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. **24 CFR § 965.473**

70. Utility allowance - at properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family developments. The amount of the utility allowance is subtracted from each resident's total tenant payment to determine tenant rent.
71. Utility reimbursement – at properties with tenant-paid utilities, amounts paid to families or utility providers when the families' total tenant payment is less than the utility allowance for tenant-paid utilities. Families paying flat rent do not receive utility allowances, and consequently, will never qualify for utility reimbursements.
72. Very low-income (VLI) family - a very low-income (VLI) family has an annual income less than 50 percent of the median annual income for the area, adjusted for family size, as determined by HUD.
73. Visitor – a non-resident who has registered with the manager and has permission to stay overnight for a period not to exceed 14 days in a DHA unit.
74. Welfare assistance - welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state, or local governments.
75. Work activities - as used in the HUD definitions at **24 CFR § 5.603** the term work activities mean:
  - a. Unsubsidized employment;
  - b. Subsidized private sector employment;
  - c. Subsidized public sector employment;
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job training;
  - f. Job search and job readiness programs;
  - g. Community service programs;
  - h. Vocational educational training (< 12 months)
  - i. Job skills training directly related to employment;
  - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
  - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence; or
  - l. The provision of child care services to an individual who is participating in a community service program.

## XIV. Other Policies

### A. Project-Based Vouchers

1. DHA owned properties include properties developed through the public housing program as well as mixed financing which in some instances include low income housing tax credits, project-based housing vouchers and market rate units.

At this time, the DHA owned properties that contain project-based housing voucher assisted units include the Roseland Gardens and Buckeye properties. The Project-Based Vouchers are based on a Housing Assistance Payments Contract where the rental assistance is attached to the units. Tenants who occupy these units are participants in the Section 8 program and are not public housing tenants. While the PBV tenants must adhere to the provisions of the lease and house rules, they also must adhere to the rules of the HCV program. Any transactions such as interim changes and annual re-certifications are performed on the HCV program portal.

In the PBV program, the Total Rent or Contract Rent for the unit is determined by rent reasonableness. Normally DHA's HCV (Landlord Services) department determines rent reasonableness. Because DHA or a DHA affiliate owns the property, rent reasonableness must be performed by a HUD authorized Independent Entity on behalf of DHA. DHA contracted with and HUD has approved the Fort Worth Housing Solutions to serve as DHA's Independent Entity.

DHA is entitled to request an increase in the project-based housing voucher contract rents annually. The Regional Property Manager or Director of Housing Operations must initiate this request. The request for a contract rent increase must be in writing and submitted to the V.P. of the Housing Voucher programs, who is responsible to submit the request to DHA's Independent Entity for processing. When the Independent Entity provides the rent reasonableness results, the V.P. of the HCV programs shall retain a copy of the documentation and certification of rent reasonableness in an archive as these official records must be preserved and retrieved for audit purposes. A copy of the documentation shall be submitted to the Director(s) of Housing Operations and the CFO for processing. These revised contract rents must be added to the Yardi Voyager system for the Buckeye and Roseland Gardens PBV units.

Additionally, because DHA owns these developments, the PBV units must be inspected in fulfillment of HUD Housing Quality Standards (HQS). The HQS inspections must be performed by a third party inspection entity (not DHA).

### B. Tenant-Based Vouchers

1. DHA owned properties include properties developed through the public housing program as well as mixed financing, which in some instances include low income housing tax credits, project-based housing vouchers and market rate units.

DHA is permitted to rent market rate units to participants in the Tenant Based Housing Choice Voucher program. In such instances where the resident in any DHA owned public housing Market Rate unit is an HCV participant, these participants are not public housing residents. They are HCV participants who are responsible to abide by the Lease and House Rules. They also must adhere to the rules of the HCV program. Any transactions such as interim changes and annual re-certifications are performed on the HCV program portal.

The Total Rent or Contract Rent for the Market Rate unit is determined by rent reasonableness. Normally the DHA HCV (Landlord Services) department determines rent reasonableness. Because DHA or a DHA affiliate owns the property, rent reasonableness must be performed by a HUD authorized Independent Entity on behalf of DHA. DHA has contracted with and HUD has approved the Fort Worth Housing Authority [Fort Worth Housing Solutions] to serve as DHA's Independent Entity.

DHA is entitled to request an increase in the project-based housing voucher contract rents annually. The Regional Property Manager or Director of Housing Operations must initiate this request. The request for a contract rent increase must be in writing and submitted to the V.P. of the Housing Voucher programs, who is responsible to submit the request to DHA's Independent Entity for processing. When the Independent Entity provides the rent reasonableness results, the V.P. of the HV programs shall retain a copy of the documentation and certification of rent reasonableness in an archive as these official records must be preserved and retrieved for audit purposes. A copy of the documentation shall be submitted to the Director(s) of Housing Operations and the CFO for processing. These revised contract rents must be added to the Yardi Voyager system for these Market Rate units.

Additionally, because DHA owns these developments, the PBV units must be inspected in fulfillment of HUD Housing Quality Standards (HQS). The HQS inspections must be performed by a third party inspection entity (not DHA).

At this time, DHA Tenant Based HCV participants are residing at Frazier Homes, Roseland Townhomes, and Roseland Estates.

### C. COVID-19 Waivers

The U.S. Department of Housing and Urban Development established HUD regulatory waivers applicable to the Public Housing program. DHA and its Board of Commissioners adopted these HUD waivers, outlined herein during the period of applicability. Each of the HUD (COVID-19 related) waivers referenced herein expired December 31, 2021. DHA ceased to use these waivers in accordance with the HUD regulations upon their expiration, effective 12/31/2021, and resumed normal operations and pre-COVID-19 procedures.

PHA 5-Year and Annual Plan Submission Dates, and Significant Amendment Requirements. In accordance to the HUD waiver, the PHA 5 Year Plan is due 1/16/2021.

Family Income and Composition: Annual Examination - Income Verification requirements

Family Income and Composition: Interim Examinations

Enterprise Income Verification (EIV) Monitoring

Fiscal Closeout of Capital Grant Funds

HUD waived this requirement and extended the deadlines for an ADCC or AMCC that fell between March 1, 2020, and September 30, 2020, by 6 months. Period of Availability: Applies to DDCC and AMCC forms due between March 1 and September 30, 2020.

- **Total Development Costs**

The Total Development Cost (TDC) and Housing Construction Cost (HCC) limits may not be exceeded without a waiver approved by HUD or an exception approved by HUD pursuant to 24 CFR § 905.314(c). HUD is waiving the TDC and HCC limits to allow the amount of Public Housing Funds committed to development of a project to exceed the applicable TDC and HCC limits by 25% without a waiver from HUD. Amounts in excess of 25% up to 50% may be approved by the HUD program office on a case-by-case basis, if sufficient justification is provided. This waiver applies to public housing development, Mixed-Finance development and Choice Neighborhoods development. However, all other requirements of development set forth in 24 CFR § 905.600 still apply. HUD recognizes that COVID-19 may seriously impact development costs. The lack of available labor; shortage of materials; extended development timeframes; and changes in financial markets, all have the potential to increase development costs above the established HUD TDC and HCC limits. If a project still exceeds TDC and HCC limits after the increase approved by HUD is taken into consideration, then a PHA may submit a request for an exception pursuant to 24 CFR § 905.314(c) or request a waiver for other good cause for HUD's consideration. Period of Availability: A complete Development Proposal must be submitted to HUD no later than December 31, 2021 for a project to be eligible for this waiver.

- **Cost and Other Limitations; Types of Labor**

HUD will allow for the use of force account labor for modernization activities even if this activity has not been included in the non-high performer PHA's 5-Year Action Plan. Period of Availability: The period of availability ends on December 31, 2020.

- **Adoption of Tenant Selection Policies**

Tenant selection policies - HUD is waiving this requirement to permit PHAs to adopt and implement changes to the ACOP on an expedited basis, without formal board approval. As an alternative requirement, any informally adopted revisions under this waiver authority must be formally adopted as soon as practicable following June 30, 2020, but no later than December 31, 2020. Please note that the requirement for tenant selection policies to be consistent with the fair housing and equal opportunity at § 5.105 remains in effect. Period of Availability: The period of availability ends on December 31, 2020.

- **Community Service and Self-Sufficiency Requirement**

HUD is waiving this requirement and is alternatively suspending the community service and self-sufficiency requirement. If a PHA adopts this waiver, tenants will not be subject to this requirement until the family's next annual reexamination. Upon the family's next annual reexamination, PHAs should report on Form HUD-50058 each individual's CSSR status as either exempt for those that are exempt, or pending for those that are otherwise eligible but for which the suspension prevents a housing authority from determining compliance. After a PHA completes an annual reexamination for any family, the CSSR becomes effective again for family members for the subsequent annual reexamination cycle. Period of Availability: The period of availability ends on March 31, 2021.

- **Energy Audits** - HUD is waiving this requirement and is alternatively suspending the performance of the energy audits for one year for those that were due before December 31, 2020. Period of Availability: The period of availability is one year beyond the date of the energy audit deadline in 2020 for the impacted project.

- **Over Income PH families** - Description: PHAs are required by statute and the Federal Register Notice to terminate or charge an alternative rent to families whose income exceeds the program maximum income level for two consecutive years. HUD defined the two-year time period as two consecutive reexamination cycles. In order to be consistent with the delay in annual reexaminations permitted under waiver PH and HCV-2, HUD is waiving this requirement and is permitting families to remain in their units and to continue to pay the same rental amount until such time that a PHA conducts the next annual income recertification that would impact the family. In order to adopt this waiver, PHAs must also adopt a waiver under PH and HCV-2. Period of Availability: The period of availability ends on December 31, 2020.

- **Resident Council Elections** - HUD is waiving the regulation to allow PHAs to delay resident council elections beyond the three-year limit if necessary. However, the delayed resident council election must be rescheduled and held as soon as reasonably possible once circumstances permit, after December 31, 2020. Period of Availability: The period of availability of this waiver ends on December 31, 2020.

- **Review and revision of PH Utility Allowances** - HUD is waiving this requirement to allow PHAs to delay the review and update of utility allowances. Period of Availability: Any review and update of utility allowances that were due at some point in time in CY 2020 must be completed by the end of 2020.

- **PHAS. Regulatory Authority: 24 CFR Part 902.** Description: Part 902 sets out the indicators by which HUD measures the performance of a PHA. The indicators measure a PHA's physical condition, financial condition, management operations, and Capital Fund obligation and occupancy. HUD is waiving this

inspection requirement and is alternatively postponing physical inspections for all PHAs until further notice, except where there is a threat to life or property. HUD will primarily rely on residents' complaints and potentially other sources such as news articles, Congressional inquiries and field office requests to identify threat to life or property. Further, for PHA that had a PHAS score pending as of the date of this notice, and for any PHA with a fiscal year ending on or before December 31, 2020, HUD will not issue a new PHAS score unless the PHA requests that a new PHAS score be issued. HUD will instead carry forward the most recent PHAS score on record. Period of Availability: HUD will resume issuing new PHAS scores beginning with PHAs with fiscal year end dates of March 31, 2021.

- **Annual Inspections:** 24CFR 902.20(d) requires PHAs to make an annual inspection of each public housing project to determine whether units in the project are maintained to applicable standards and remain safe for residents. HUD is waiving the requirement that PHAs must inspect each project during CY2020. The period of this availability ends December 21, 2020 in accordance with HUD PIH 2020-13 rev.

- **FINANCIAL**

Uniform financial reporting standards; Filing of financial reports; Reporting Compliance Dates

Regulatory Authority: 24 CFR §§ 5.801(c), 5.801(d)(1)

Description: Section 5.801 establishes uniform financial reporting standards (UFRS) for PHAs (and other entities). Section 5.801(c) requires that PHAs submit financial information in accordance with 24 CFR § 5.801(b) annually, not later than 60 days after the end of the fiscal year of the reporting period. Section 5.801(d)(1) requires that PHAs submit their unaudited financial statements not later than 60 calendar days after the end of their fiscal year, and that PHAs submit their audited financial statements not later than 9 months after the end of their fiscal year.

HUD is waiving these requirements and is providing the alternative requirements for the following PHAs:

- (1) PHAs with a FYE of June 30, 2019; September 30, 2019; December 31, 2019; and March 31, 2020, and a deadline to submit audited financial information in accordance with 24 CFR § 5.801(b) and (d)

FYE	DUE DATE	EXTENDED DUE DATE
12/31/2019	9/30/2020	3/31/2021

- **CAPITAL FUND**

Extension of Deadline for Programmatic Obligation and Expenditure of Capital Funds

Statutory Authority: Section 9(j)

Regulatory Authority: 24 CFR § 905.306(d)(5) and 905.306(f)

Description: Section 9(j)(1) requires PHAs to obligate Capital Funds not later than 24 months after the date on which the funds became available, or the date on which the PHA accumulates adequate funds to undertake modernization, substantial rehabilitation, or new construction of units, plus the period of any extension approved under Section 9(j)(2). Section 9(j)(5)(A) requires a PHA to expend Capital Funds not later than four years after the date on which the funds become available for obligation, plus the period of any extension approved under section 9(j)(2). Section 9(j)(2) authorizes the Secretary to extend the time period for the obligation of Capital Funds for such period as the Secretary determines necessary if the Secretary determines that the failure of the PHA to obligate assistance in a timely manner is attributable to an event beyond the control of the PHA. The authority for extension of the section 9(j) obligation and extension deadlines for an event beyond the control of the PHA is also found in the implementing regulation at 24 CFR § 905.306 (d)(5). The regulations do not permit extensions of the expenditure dates other than for the period of time of a HUD-approved extension of the obligation deadline.



Period of Availability: HUD is extending both the obligation end date and the expenditure end date for all open Capital Fund grants by one year from the current obligation and expenditure end date; however, no programmatic expenditure end date shall be extended beyond one month prior to the closure of the relevant appropriation account, pursuant to 31 U.S.C. § 1552.