



Housing Solutions for North Texas

**2024 PHA Plan
Supplemental Documents
July 2023**



DHA HQ Expansion Building



2024 PHA Plan Supplemental Documents

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**2024 PHA Plan
Supplemental Documents**

**Admissions and Continued Occupancy Policy
for the DHA Public Housing Program and
DHA Owned-Properties
May 16, 2023**



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

Effective Date: May 16, 2023

Replaces last revision of: February 21, 2023



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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 accessible¹, 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;

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

- 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 Schedule:

<i>Bedroom Size</i>	<i>Allowance</i>
• 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. 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)² 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 qualified³ according to all the following criteria:
 - a. Are a family⁴, as defined in Section XIII of this policy.
 - b. Have at least one family member who meets HUD requirements on citizenship or immigration status⁵. **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.

² 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.

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

⁴ A family can be a single person.

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

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)⁶; 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

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

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 Act⁷), 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

⁷ 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 owed⁸;
 - 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 obligations⁹, 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

⁸ Must have been an adult when the debt was incurred.

⁹ 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.

Working families 24 CFR §982.207 (b)(2)

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.

Student Education

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.

Natural disaster, government action, or DHA action

DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.

VAWA

DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.

Mixed population building preference¹⁰

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.

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.

A number of units at the Buckeye Senior Building are designated for occupancy by elderly or near elderly families (Housing for Older Persons). **Only** families whose head, spouse, or sole member is a person aged 55-years of age or older may be admitted to these units,.

¹⁰ This preference shall not apply to units in general occupancy properties.

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 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 Guidelines¹¹

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.

¹¹ HUD Notice of Policy, Dec. 18, 1998 Federal Register.

- 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.
 - 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 offered¹².
 - 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.

¹² 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.

- 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.
- 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 existing tenant search 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 transfers (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. 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: New Admissions from the waiting list.
 - Priority 5: Occupancy standards for over housed and/or under housed (mandatory transfer) **24CFR §966.4(c)**
 - Priority 6: Split family transfer (optional transfer)
 - 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.¹³
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)¹⁴ 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

¹³ Or by the communication method requested by the applicant with a disability.

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. 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. Unit Acceptance or Refusal

Tenants will receive one offer of a transfer, unless refusal of the offered unit is for good cause and appropriate supporting justification is provided DHA. DHA, at its sole discretion, may make multiple offers of units at one time, from its inventory of units that are available that meet the residents needs, if more than one unit is available that meets the resident's needs. Applicants / residents from the transfer list, must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter. When the transfer is required (mandatory) by DHA, the refusal of the offered unit without good cause may result in lease termination. When the transfer has been requested by the tenant, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to DHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to DHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with this ACOP. The reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

- DHA will require documentation of good cause for unit refusals. In the case of a unit refusal for good cause, the tenant family will not be removed from the transfer list. A refusal for good cause will not adversely affect the family's position or placement on the transfer list. The family will remain in their position on the transfer waiting list until the family receives an offer for which they do not have good cause to refuse. The family has three (3) business days from the date of the unit offer to submit documentation for a good cause unit refusal.
- The unit has lead-based paint and the family includes children under the age of six.

Mere inconvenience in traveling to employment, health provider, children's schooling or the like is not an undue hardship. To constitute undue hardship the employment, benefits or programs or comparable programs must be completely inaccessible. Moreover, an applicant's desire to live within a certain part of town or near family members or desire not to relocate children to another school does not qualify as an undue hardship. PHA will require documentation of good cause for unit refusals within a specific timeframe stipulated by PHA. Failure to provide such documentation within the required timeframe will constitute refusal without good cause. Residents with disabilities have the right to request a Reasonable Accommodation regarding the transfer process.

F. 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.

G. 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, age¹⁵, 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

¹⁵ 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)**

a. Emergency transfers, such as due to physical hazard (mandatory transfer). **24 CFR § 966.4 (h)**

b. 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: New Admissions from the waiting list.

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

Priority 6: Split family transfer (optional transfer)

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.

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 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.¹⁶
 - 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**

¹⁶ 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.¹⁷
- 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 COLA¹⁸ 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-

¹⁷ 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.

¹⁸ 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 ¹⁹ .	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

¹⁹ 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;²⁰
 - 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 judgment, 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.
4. DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction and

²⁰ 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.

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.
12. 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 of 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 Public Housing Properties

1. DHA or its manager shall terminate the lease only for non-compliance with U.S. Department of Housing and Urban Development (HUD) regulations, 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).

a. Over Income:

- i. HUD regulations published January 31, 2023, implementing section 103 of HOTMA, requires public housing agencies to terminate or charge an alternative rent to families whose income exceeds the public housing program maximum income limit for two consecutive years. HUD partially implemented this provision of HOTMA in 2018, and is requiring the provisions to be fully implemented in 2023.
- ii. HUD established Over-Income limits for public housing residents. The Over-Income limits are updated by HUD annually. HOTMA established the threshold for over-income limits at 120% of the area median income (AMI). HUD's regulation uses the Very Low Income limit as the basis for the 120 percent income limit by multiplying the published Very Low Income limit by a factor of 2.4.
- iii. Residents whose household income exceeds the HUD income limits are given notice of a 24-month grace period during which, if their income should fall below the HUD income limit, these provisions do not apply.
- iv. Residents whose income exceeds the HUD income limit known as the "over-income limit" shall be issued a written notice when they first become over-income and again 12-months after they first become over-income, and finally, 24 months after they become over-income. The notice shall inform the resident that they will be required to find other housing and move out of their public housing unit six months after the 24-month grace period.
- v. If a PHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the PHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later. PHAs must provide written notification to the family if the family's income continues to exceed the over-income limit one year after the initial over-income finding by the PHA. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial over income determination was made during an interim reexamination, the PHA must conduct a second interim income reexamination on that date one year later. However, if a PHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once

again exceeds the over-income limit.

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 receipts²¹;

- f. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay²²;
 - 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.²³
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 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

²¹ Delayed or deferred periodic payments of social security or supplemental security income benefits receive special consideration.

²² Lump-sums are sometimes treated as assets instead of income, and receive special consideration. See the section on Excluded Income (B.1.I.).

²³ Special pay for exposure to hostile fire receives special consideration. See the section on Excluded Income (B.1.I.).

winnings, and settlement for personal property losses^{24,25}

- 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 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

²⁴ If settlements will be paid out in periodic payments, then they are treated like routine payments, not lump sums.

²⁵ 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.

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.²⁶
- 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 1937.²⁷
 - 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)
 - 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).

²⁶ 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.

²⁷ 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.

- 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.²⁸
- 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 DHA²⁹.
2. Total tenant payment (income-based rent) is the higher of:
 - a. 30% of adjusted monthly income; or
 - b. 10% of monthly income; but never less than the
 - c. Minimum rent of \$50; and not more than the
 - d. Flat rent, if chosen by the family.
3. Tenant rent:
 - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the total tenant payment.
 - b. In developments where 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:

²⁸ Section on Adjusted Income (D.1.c.).

²⁹ Tenant reimbursements of less than \$15 per month will be paid quarterly.

- 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.
 - a. 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**
 - b. 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”.

- c. 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”.
 - d. 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. A physical or mental impairment that:
 - 1) Substantially limits one or more major life activities;
 - 2) Has a record of such an impairment; or
 - 3) Is regarded as having such an impairment.
 - 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; genito-urinary; 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 disabilities³⁰ **42 USC 1437a(b)(3)** means a person³¹ 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 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.

³⁰ 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)

³¹ A person with disabilities may be a child.

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.



**2024 PHA Plan
Supplemental Documents**

**Admissions and Continued Occupancy Policy
for the DHA Public Housing Program and
DHA Owned-Properties
May 16, 2023 Compared with May 19, 2021 Policy**



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

AND DHA OWNED-PROPERTIES



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Effective Date: May ~~16, 2023~~19, 2024

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Replaces last revision of: ~~February 21, 2023~~ July 13, 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 multifamily housing, project-based Section 8 housing vouchers, project-based voucher housing and Low-Income Housing Tax Credit units. When federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority followed by and other HUD guidance, last priority.

Besides being DHA's Admissions and Continued Occupancy Policy, this is the Tenant Selection Plan for multifamily housing owned by DHA.

In its management of the multifamily project-based Section 8 housing that DHA owns, it will comply with HUD's regulations and guidance governing such housing. If HUD's regulations and guidance for multifamily housing conflict with those governing the management of public housing DHA will comply with the HUD rules applicable to the type of housing owned and managed. DHA's staff is aware of which of its properties and units are public housing, multifamily housing and project-based voucher housing and, consequently, which rules and guidance apply.

This document policy references certain procedures (shown in *italic type*), that describe in detail how the Admissions and Occupancy Policy policy is to be carried out by DHA team members staff. 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 the Housing Authority in the operation of operating 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,

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familial status (including pregnancy), medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex, ~~(including pregnancy)~~, sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate 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**

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3. DHA shall not deny admission to otherwise qualified applicants because of their membership in a particular ~~some~~ group to which negative behavior may be imputed. ~~(e.g., families with children born to unmarried parents)~~. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**

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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, ~~since any other method violates the rights of applicants.~~

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B. Reasonable Accommodations

1. DHA, as a public agency that provides affordable housing to eligible families, will ~~has a legal obligation to~~ provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family ~~member~~ members have a disability and the requested accommodation has a nexus to the disability subject to section (b) below. **24 CFR § 8.4**

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(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

~~2.3.~~ 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.~~ Generally, all accommodations are re-verified during the participant's annual recertification. ~~DHA may extend the time which an accommodation is verified, if recommended/verified by the medical practitioner.~~

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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

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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.

3-7. 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.

4-8. 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

5-9. 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 such facilities, and none are accessible, some¹ DHA will work to create accessible facilities ~~be made so~~, subject to the undue financial and administrative burden test. 24 CFR § 8.2

6-10. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. DHA ~~also, all~~ documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities 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

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

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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.

~~7-18.~~ 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.~~

{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;
- 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 designated smoking areas;
- 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.

~~8-19.~~ 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 ~~if an applicant or resident or applicant's would prefer not to discuss his/her disability, however, if the individual desires to discuss the matter~~ with DHA, it that is the individual's his/her right to do so.

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e. Any request that requires a certified verification, must be submitted directly to DHA by the qualified person making the certification.

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- 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 Schedule:

<u>Bedroom Size</u>	<u>Allowance</u>
• 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

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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 of ~~1000 eligible families~~ or 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

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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.

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- c. Whenever the resident and DHA are in need of communicating including instances in a courtroom, a hearing, or any other situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

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- 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. In 2011 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 Intake

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.

A.B. Applications for Admission

1. Preliminary Application:

- 1-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.

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- 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.

- 2-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.

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- 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. Applicants may submit a preliminary Every 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.

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- 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 admission to low rent 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 shall include the date and time of receipt;
 - 2) application, or application number (if applicable), applicant's race and ethnicity of head of household;
 - 3) income;
 - 4) priority status (- eligibility determination; when eligible, the apartment size(s) for which eligible; preference), if any;
 - 5) date of application acceptance or rejection; and
 - 6) the number of bedrooms for which the applicant is eligible (occupancy standards)

3. DHA shall insert notes / data indicating the date, location, identification, and circumstances of each vacancy offered and accepted or denied/refused.
- l) All Preliminary applications will be retained on the waiting list for up to 18-months. Preliminary Applications Beginning with the full implementation of this policy, all applications shall automatically expire 18-months after they are received.

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4.m) Applicants During Open Enrollment anyone who wants to be listed may apply at that time. Applicants who have not been selected for assistance whose application expired is about to expire, at 18-months will receive an email message notifying them that their application has expired is about to expire. The notice will also inform the applicant of their ability to reapply. Applicants whose applications have expired after 18-months are not entitled to an Informal Review, since their applications are being withdrawn, they are not being denied assistance. They have the every right to reapply for housing assistance the program during Open Enrollment. At this time, DHA is maintaining a perpetual Open Enrollment Period.

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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

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- [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:
- a-i. [Family composition, demographics and type \(Elderly/Disabled//Non-elderly\)](#)
 - b-ii. [Annual Income](#)
 - c-iii. [Assets and Asset Income](#)
 - d-iv. [Deductions from Income](#)
 - e-v. [Preferences](#)
 - f-vi. [Verification of Social Security Numbers of all Household Family Members](#)

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vii. Verification of Age for all Household Members

g-viii. Applicant Screening Information (including tenant and criminal history)

h-ix. Citizenship or immigration status

6-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](#) ~~24 CFR § 960.259~~ Note: multifamily programs shall disclose to applicants that HUD's EIV database will be used to search the EIV Existing Tenant Search to determine if any applicant household member may be currently residing and/or receiving assistance through another multifamily housing or public housing location, and all applicants and tenants shall be provided with the "EIV & You" brochure at admission and annual recertification.

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.

7-a. Individuals applying for admission must submit a preliminary pre-application in the manner stipulated in the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application on-line, by mail or in person. Announcements will be made on DHA's website.

8-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.

9-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.

10-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*.

11-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.

12-h. Applicants whose family size or composition changes while on the waiting list will be able to ~~change~~ make changes to their preliminary applications in accordance with the following policy as needed.

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

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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.

B. DHA shall retain applications on its Closing and Re-opening the Waiting List

1. DHA will open the Waiting List for general admissions to the program as needed. Applications will be removed from the waiting list only in accordance with DHA's Procedure on Removing Applicants from the Waiting List. 24 CFR § 960.206

2.2) It is unlikely that DHA will close the waiting list for 18months.

Applications will be withdrawn after 18months however; the highest priority applicants have the right to reapply, or at certain properties,

- 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

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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.

C. D. Affirmative Fair Housing Marketing and Outreach Procedures

1. When the waiting list is the policy of open-DHA to will conduct outreach affirmative marketing as needed to maintain an adequate application pool representative ensure that the waiting list includes a mix of Applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population in the area. of its area of operation. DHA will review the factors regularly to determine the need for and scope of marketing efforts.

2. All marketing efforts will include outreach to those least likely to apply. [24 CFR § 960.103(b)] which states: DHA may designate sites for accepting applications. DHA staff will be available at these sites to assist applicants in completing the housing application documents. If additional applications are required to attain any of the objectives established in this Policy, DHA will engage in outreach efforts directed toward potential applicants who might fulfill the need.

- § 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:

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- 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.

3. **E.** The method used for Affirmative Marketing is described in *Procedure on Affirmative Marketing*.

D. 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)² 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~~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.

E. F. Qualifying for Admission

1. It is DHA's policy to admit only applicants who are~~can be verified to be~~ qualified³ according to all the following criteria:
 - a. Are a family⁴, as defined in Section XIII of this policy.
 - b. Have at least one family member who meets HUD requirements on citizenship or immigration status⁵, **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), posted in the DHA office, **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

² 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.

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

⁴ A family can be a single person.

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

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Security Numbers for all family members, except those who do not contend eligible immigration status.

24CFR 24 CFR § 5.216

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2. Exceptions to this rule:

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i.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.

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ii.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.

iii.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. **24 CFR § 5.218**

d. Disclosure and Verification of Social Security Identification Numbers 24 CFR § 5.216(e): Each participant, except those individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010. For these individuals, disclosure and verification documentation must submit the information described in paragraph (e)(1)(ii) of this section, if the participant has:

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1. Not previously disclosed a SSN;

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iv.2. Previously disclosed a SSN be obtained that HUD or the SSA determined was invalid; or verifies the applicant's exemption status. 24 CFR § 5.216(e)

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3. Been issued a new SSN.

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e.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**

f.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.

g.b. Owe no money to DHA or any other housing authority in connection with any federal housing program.

h.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:

1)d. demonstrate to DHA's satisfaction that the family member who formerly abused alcohol no longer abuses or misuses alcohol; and

2)e. have successfully completed a supervised alcohol rehabilitation program licensed and approved by Texas Commission on Alcohol and Drug Abuse (TCADA)⁶; or

3)f. are presently participating in a supervised alcohol rehabilitation program.

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

i.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.

2. ~~4. For Low Income~~ ~~For multifamily Section 8 project-based units and 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~~~~his or her~~ parents who are receiving Section 8 assistance.
- h. Is classified as vulnerable youth. A student meets HUD's definition of a vulnerable youth when:

1) 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

2) ii. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence, or

3) 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 Act⁷), or unaccompanied, at risk of homelessness, and self-supporting, by

i.-a) A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act; or

ii.-b) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or

iii.-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

iv.-d) A financial aid administrator; or

v.-e) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

3. ~~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

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⁷ 42 U.S.C. 11431 et seq.

applicant's conduct, and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.

- b. DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

F.G. Occupancy by a Police Officer

- 1. To increase security at the site, ~~HUD permits PHAs to take a public housing at Fairmount Crossing one (1) two-bedroom unit off-line will be made available~~ for occupancy by a licensed police officer. This action requires authorization~~The Officer must be employed on a full-time basis as a duly licensed professional police officer by DHA's President and CEO and HUD advanced approval, a federal, state or local government or by any agency of these governments.~~
- 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.

G.H. Admission to Efficiency Units

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

H.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 others;
 - f. not to smoke anywhere on DHA property other than ~~designated smoking areas that will be~~ 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~~ 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 982.55224 CFR §203
- 3. DHA's screening process will review the following information for each applicant family (including certain data specific to every adult family member):

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- 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~~ ~~accounts~~, or indebtedness owed to DHA or any other housing authority by any adult family member, within 30 days of notification of the debt owed⁸;
- c. The ~~Applicant~~ applicant's lease, must not have been ~~evicted~~ ~~terminated~~, by DHA ~~or in any other housing program~~, and, if a Housing Voucher Program participant, the applicant's voucher must not have been terminated, within the previous 7.5 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~~); ~~or termination~~;
- d. Applicant must have a history of reasonably good performance in meeting rent and utility payment obligations⁹, and no record of eviction from housing or termination from residential programs in the past 7.5 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.

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4. Criminal History Check

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

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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.

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To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's household family, prior to the date of the admission into the program, as shown in the following table below. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's household family who will be included on the lease:

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- 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 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)~~ years.
- c. has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.

⁸ Must have been an adult when the debt was incurred.

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

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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 [\(see the following table for the specific offense and its corresponding look back period\)](#) in the past five years.

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](#) available 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](#) five-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](#) five-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 [any](#) history of misrepresenting information relative to eligibility, income, allowances, family composition or rent. Applicant must have no [prior](#) history, [within](#) in the past five years, [as a former DHA resident with a history](#) of disturbing neighbors, destroying [DHA](#) property, [or negative living and housekeeping habits at prior and/or current residences](#).

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 [that would be a threat to others](#).

DHA, [at its sole discretion](#), may waive the criminal history [screening requirements](#) requirement for applicants [attempting to participate](#) participating in a DHA "special" program programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans and/or disabled 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.](#)

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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.	

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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

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25) Sex Crimes - Other	7	7	Offenses relating to prostitution, pornography, lascivious conduct, etc.
2626a) Sex Crimes Against a Person	Any	Any	Offenses relating to sexual abuse of adults
2726b) Sex Crimes Against a Child	Any	Any	Offenses relating to sexual abuse of children or minors
2827) Theft/Larceny	7	7	Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property
2928) Traffic Violations	0	-	Offenses relating to violation of vehicle laws while vehicle is moving
3029) Trespassing	7	5	Offenses relating to entering another person's property without permission and with illegal intent
31a30a) Weapons Related I	5	5	Offenses relating to possession or use of firearms
31b30b) Weapons Related II	Any	Any	Offenses relating to terrorism and weapons of mass destruction
3231) Incarceration (Due to Conviction) Release Date	5	5	Offense relating to release date from incarceration
3332) Any Offense Not Listed	7	7	Other offenses

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I. 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](#), ~~and allowances~~ 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.
23. Each eligible ~~Applicant~~ applicant will receive written notification of ~~the Applicant's~~ his/her eligibility and of the approximate date ~~the applicant~~ he or she will be offered housing. A copy of this notification will be retained in the ~~Applicant's~~ applicant's file.
34. Each ~~Applicant~~ 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~~ hearing 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~~ applicant with a copy of any information (including criminal history) DHA used to determine the ~~Applicant's status as~~ applicant ineligible or unqualified for admission, upon written request.
 - b. The review and hearing procedures is described in DHA's *The Grievance Procedure on Informal Hearings*.

- 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 one week, 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.

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J. K. Preferences Preference System for Public Housing and Multifamily 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.

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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*.

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

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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>Working families 24 CFR §982.207 (b)(2)</p> <p>DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head, <u>and</u> spouse, or sole member is age 62 or older, or is a person with disabilities.</p>
<p>Student Education</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>Natural disaster, government action, or DHA action</p> <p>DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.</p>
<p>VAWA</p> <p>DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.</p>
<p>Mixed population building preference¹⁰</p>

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¹⁰ This preference shall not apply to units in general occupancy properties.

In buildings ~~intended and operated~~ designed for occupancy by ~~the~~ elderly and ~~or persons with a disability (such as Roseland Gardens, Lakewest Senior Village, disabled families (Renaissance Oaks, Park Manor, Cliff Manor, and Audelia Manor-),~~ applications ~~that from single persons who~~ qualify under the definitions of elderly or disabled ~~will~~ be ranked higher ~~and given preference over~~ than those ~~applications that do of single persons who are not qualify~~ as elderly or disabled.

~~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.~~

~~A number of units at the Roseland Gardens, Buckeye Senior Building, and Lakewest Senior Village properties are designated for occupancy by elderly or near elderly families (Housing for Older Persons). Only families whose head, spouse, or sole member is a person aged 55- years of age or older may be admitted to these units, properties and no families with children may be admitted.~~

~~DHA will select applicants from the affordable housing wait lists by date and time.~~

K.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 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.

L.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 ~~by shredding.~~

M.N. Occupancy Guidelines¹¹

1. **Apartment dwelling units** Apartments shall be occupied by families of the appropriate **number of household**

¹¹ HUD Notice of Policy, Dec. 18, 1998 Federal Register.

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members in accordance with DHA's Occupancy Standards size. 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. size. To that extent, DHA will utilize a maximum occupancy standard of two persons per bedroom and a minimum of one person per bedroom.

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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:

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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.

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d. Two youth will be assigned to one per bedroom, giving consideration to their age and unless they are of different gender.

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e. Residents who are adults Adults may request to be assigned a separate bedroom. DHA will evaluate each request and make, unless reported as a determination based on its occupancy standards and any circumstances unique to the household. spouse or as domestic partners.

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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.

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g. A family that consists of a pregnant woman with an unborn child (with no other household members persons) shall be treated as a two-person family.

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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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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 #number 3 below for additional guidance on live-in aides.

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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 necessary for a resident with a disability. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom if the sole purpose of the room is to store house a folding wheelchair. DHA reserves the right to relax these occupancy standards at hard-to-lease properties.

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k. DHA reserves the right to relax these occupancy standards at hard-to-lease properties.

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l. The local housing code of two persons per bedroom is the standard for the smallest apartment a family may be offered¹².

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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.

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¹² 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.

i. The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.

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 anyway).
- e. A live-in aide cannot maintain a secondary primary residence since the live-in aide he/she 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.
- f. Live-in aides are required to assist the head of household to complete their attend the annual recertification responsibilities appointments with the head of household 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 will not be considered as 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 existing tenant search and sign a live-in aide agreement prior to occupying the unit.

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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. ~~All mixed finance properties have site-based waiting lists as do the Section 8 multifamily and project-based properties.~~
3. ~~An Applicant~~ 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 ~~applicant's~~ applications to any other DHA owned housing property will be removed from these site-based waiting lists whenever
 - a. the applicant ~~he/she~~ 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 ~~The applicant's~~ application to the DHA public housing program and to the DHA Housing Choice Voucher program (including HCV special programs), their HCV application, if submitted, will remain unaffected for actions taken in # 3 above ~~intact and will not be withdrawn.~~
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 ~~Although applications may be accepted at each authorized site, they will continue to be processed centrally and all offers will be authorized centrally. Further, the central intake and placement office will monitor any increases in racial or ethnic demographic concentrations that may be concentration~~ 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 ~~multiple housing tax credits~~ credit properties 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 ~~Applicants to~~ 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 ~~the rent payment will not change based on the unit since rent for low rent public housing residents~~ is determined based on the

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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 ~~transfers~~ 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 ~~These are~~ 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. 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~~ could include renovation, revitalization, demolition, or disposition of the building or complex (mandatory transfer).
 - Priority 3: VAWA emergency request (optional transfer)
 - ~~Priority 4: Priority 2: Reasonable accommodations for residents with disabilities. 24 CFR § 8.4~~
 - New Admissions from the waiting list. ¹³
 - ~~Priority 5: Occupancy standards. Units too large or too small for over housed and/or under housed (mandatory transfer) 24CFR § the resident family. 24 CFR § 966.4(c)~~
 - Priority 6: Split family transfer (optional transfer)
 - Priority 7: Tenant-Incentive: Certain public housing properties are occupied mostly by the transfer of eligible residents (4- Resident incentive/family self-sufficiency 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, ~~Plan "A"~~ the "one-offer" plan, will be used to make apartment offers to applicants or transferees from waiting lists. ~~24 CFR § 1.4(2)(ii)~~
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list, unless the applicant refuses the offer with good cause. (See DHA's *Transfer Procedure on Good Cause for Refusal of Unit Offers*.)
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

¹³ New admissions are processed between priority 2 and 3.

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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: ~~the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities), or the date they are shown the apartment or an equivalent apartment.~~

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 ~~he/she~~ will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.

11. All offers made over the phone, via email, mail or electronically through Rent Café will be confirmed by first class letter and email.¹⁴

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 ~~Names~~ will be removed from the waiting list in accordance with DHA's *Procedure on Removing Applications from the Waiting List*.

C. Accessible Units

1. Before offering a Uniform Federal Accessibility Standards (UFAS) ~~UFAS~~¹⁵ 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 quickly 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.

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¹⁴ Or by the communication method requested by the ~~an~~ applicant with a disability.

¹⁵ See Section XIII, "Definition of Terms".

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 intake and placement office. Initial preliminary application intake, waiting list management, screening, and assigning of housing (including transfers) will be made by from the Admissions intake and placement office. Offers may be made in person, in writing, or by phone from the Admissions central office. 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 later 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 whose 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. Unit Acceptance or Refusal

Tenants will receive one offer of a transfer, unless refusal of the offered unit is for good cause and appropriate supporting justification is provided DHA. DHA, at its sole discretion, may make multiple offers of units at one time, from its inventory of units that are available that meet the residents needs, if more than one unit is available that meets the resident's needs. Applicants / residents from the transfer list, must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter. When the transfer is required (mandatory) by DHA, the refusal of the offered unit without good cause may result in lease termination. When the transfer has been requested by the tenant, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to DHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to DHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with this ACOP. The reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

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- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- DHA will require documentation of good cause for unit refusals. In the case of a unit refusal for good cause, the tenant family will not be removed from the transfer list. A refusal for good cause will not adversely affect the family's position or placement on the transfer list. The family will remain in their position on the transfer waiting list until the family receives an offer for which they do not have good cause to refuse. The family has three (3) business days from the date of the unit offer to submit documentation for a good cause unit refusal.
- The unit has lead-based paint and the family includes children under the age of six.

Mere inconvenience in traveling to employment, health provider, children's schooling or the like is not an undue hardship. To constitute undue hardship the employment, benefits or programs or comparable programs must be completely inaccessible. Moreover, an applicant's desire to live within a certain part of town or near family members or desire not to relocate children to another school does not qualify as an undue hardship. PHA will require documentation of good cause for unit refusals within a specific timeframe stipulated by PHA. Failure to provide such documentation within the required timeframe will constitute refusal without good cause. Residents with disabilities have the right to request a Reasonable Accommodation regarding the transfer process.

E.F. 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 ~~also be maintained and monitored, using DHA's Procedure on Monitoring Tenant Selection and Assignment.~~

GF. 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. Complaints: DHA will respond to all complaints received from applicants and tenants who believe that their rights under the Fair Housing Act have been violated. A written record of each complaint including the date, name, of the person making the complaint, names of all person(s) involved, investigation of the facts, record of the hearing, and the final decision regarding the complaint will be maintained by DHA. Each complainant will be furnished a written notice of the decision or action taken.
2. No person shall, on the grounds— Applicants will be advised 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 their right to discrimination under DHA's programs.

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3. No inquiries shall be made about file 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.

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4. To further its commitment to full compliance complaint 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 the HUD 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 and Equal Opportunity language and logo.

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5. DHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate Office. Information outlining how to file complaints with HUD is posted in the central office and at all DHA 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.

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

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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.

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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.

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A.B. General Leasing Policy

1. Apartments will be leased without regard to race, color, religion, sex, age¹⁶, sexual orientation, gender identity, national origin, disability, and familial status. **24 CFR §§ 1.4 and 100**
2. ~~Each public housing unit~~All units must be ~~the resident's occupied by families whose~~ sole residence. **24 CFR § 966.4(f)** is the apartment. **24 CFR § 966.4(f)**
3. All units must be occupied pursuant to a signed DHA lease that complies with HUD's regulations **24 CFR § 966.4** or, for multifamily properties, the HUD model lease.
4. DHA will not offer, nor move a family, into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head of household, spouse, and all other adult members of the family and by the authorized representative of DHA, prior to actual ~~move-in~~ admission. **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 processed by the ~~Admissions office (for applicants) and by intake or site staff (for residents). See "Applications" paragraph 42 above.~~ Changes after ~~the new admissions process is completed~~leasing will be processed by the ~~property housing~~ manager or other authorized representative of DHA.
8. DHA's principles on security deposits are outlined below.
 - a. Public Housing Properties:
 - 1) The ~~Resident~~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~~transfer 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.**

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¹⁶ Except at those properties that are properly designated for elderly families, ~~without children, only.~~

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.

b. Multifamily properties:

1) DHA will comply with HUD's security deposit requirements as stated in Handbook 4350.3 as revised from time to time.

9. Pet deposits are in addition to the security deposit, 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 transfer 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 Executive Director, 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 ~~The family~~ includes a person who is either an adult or an emancipated minor capable of executing a lease.
14. Residents are not permitted to allow roomers or boarders to occupy their apartments. Violation of this

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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.

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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.

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B.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.

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

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or DHA's 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, families if they are born to, or adopted by a family member, or a court awards custody to an adult family member listed on the lease.
3. Generally, DHA will approve the addition of an adult family or household member only when that individual passes screening, 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.

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E.D. Visitors

1. Overnight visitors are permitted in a dwelling unit in accordance with DHA's Procedure on Visitors so long as they register their guests with the property manager and the guests have no previous history of lease violations behavior on DHA premises, that would be a lease violation.
2. Residents must register all of their overnight visitors with the property housing manager. The registration form permits DHA to run a criminal history check on adult visitors who stay overnight; however, DHA may elect to run a criminal history check at its sole discretion. DHA is expected to will not run a criminal history check on a visitor if it unless DHA has reason to believe the visitor may live actually lives in the DHA unit or if DHA receives complaints about the visitor's behavior from other residents or law 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.

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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

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[reasonable accommodation request](#) or as an incentive to high performing residents.

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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.](#)

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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.

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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.

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6. Residents cannot be transferred across housing programs. This includes transfers from public housing (including ACC units in tax credit properties) to ~~multifamily housing properties, or~~ 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.](#)

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[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.](#)

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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.](#) 1. ~~The order in which families are transferred shall be hierarchic by category set forth below.~~

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2. [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, made when DHA determines that unit or building conditions pose an immediate threat to resident life, health, or safety, or to resolve problems of a life-threatening nature that are not related to building or unit conditions. Victims of VAWA may also qualify for an emergency transfer. 24 CFR § 966.4\(h\)](#)

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1) DHA is not required to give prior notice of an Emergency Transfer.

2)a. [Emergency transfers, such as conditions that occur due to physical hazard \(mandatory transfer\), resident abuse or neglect will be grounds for emergency transfers; however, the resident](#)

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will be charged for the damages caused to the apartment¹⁷. **24 CFR § 966.4 (h)**

3) Refusal to accept an emergency transfer is grounds for lease termination and eviction.

b. Administrative transfers in the following category order: shall take priority over new admissions.

1) Priority 1: Reasonable accommodations for Priority 1: Mandatory administrative transfers to permit DHA to renovate, modernize, revitalize, demolish, or dispose of a public housing property.

Priority 2: Voluntary administrative transfers to move 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: New Admissions from the waiting list.

2) Priority 5: Occupancy standards for over housed and/to accessible units, or under housed (mandatory transfer) 24CFR §966.4(c) units with features that accommodate their disabilities better than those in their current apartments.

Priority 6: Split family transfer (optional transfer)

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.

i. C. This category also includes mandatory transfers of tenants without disabilities from accessible units when no one in their family needs the accessibility features, to regular units so that a family that needs the accessibility features can occupy the accessible unit.—24 CFR § 8.27(1)

This transfer priority also covers transfers of individuals from independent living apartments to a property with enriched supportive services when such services are needed to preserve the tenancy of the individual. Residents in Good Standing

ii. 1. Except for VAWA requests, requests for reasonable accommodation by persons with disabilities and Emergency Transfers (Health and Safety), residents requesting a

3) Priority 3: Mandatory transfers to move families out of units that are too large (over-housed) or too small (under-housed) for the families. Families in units that are too large shall be transferred before families in units that are too small.— 24 CFR 966.4

4) Priority 4: Incentive transfers are voluntary transfer (transfers for high performing families, (including those that have enrolled in FSS) to certain properties. Managers will nominate qualifying residents, and the transfer requests must include necessary documentation to substantiate the qualification for such transfers. These transfers are made both to ensure that all properties are well cared for by residents, and to achieve income de-concentration goals.

2. Whenever feasible, transfers will be made within a resident's area or other location of the resident's

¹⁷ Resident may challenge any charges for damages by using the DHA Grievance Procedure.

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choice, but residents do not have the right to delay a transfer because a unit in the location they prefer is not available at the time they are required to transfer.

C. Priorities for Transfers

1. As described in the Tenant Selection and Assignment Plan section of this policy, transfers will be sorted into their appropriate categories by the intake and placement staff. Offers of apartments will be made in the following order:

- a. Emergency transfers;
- b. Administrative transfers.⁴⁸

D. Residents in Good Standing

than those with exceptions 1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and other family members and guests under the resident's control:

- a. Are current on rent without unpaid balance at any time in the past 12 months, or current on a repayment agreement for the past 12 months; 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 perfect record of timely payment (rent and other charges), good housekeeping record, and no lease violations is required.
2. Exception Exceptions to the good standing record requirements may be made for emergency transfers or when it is to DHA's advantage⁴⁹ to make the transfer. The exception to the good record requirement will be made by DHA staff in the housing operations department, taking into account the 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 established, or, if prior payment plans have failed, back rent is paid in full.
 - b. A Resident resident with housekeeping standards violations will not be transferred until the Resident she/he passes a follow-up housekeeping inspection.

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⁴⁸ Administrative transfers will be processed in priority order, as explained in the section "Making Unit Offers to Transferees and Applicants".
⁴⁹ E.g. a single person is living alone in a three bedroom unit and does not want to move.

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E.D. Cost of Transfers

- 1. DHA will pay the moving costs associated with ~~cost of~~ 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.
- 2.4. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

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E.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.
- 1.2. Not all the properties DHA owns and manages are public housing properties. Some are multifamily Section 8 new construction developments, and others are housing tax credit properties. 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. or from these properties. They must, instead, be processed as applicants.
- 2.3. Current tenants living in of Section 8 project-based units developments or low income housing tax credit units properties, may be transferred within the property in which they reside properties, 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.

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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.²⁰
 - 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~~Whose family members each have verified Social Security Numbers. **24 CFR § 5.216**
 - d. ~~Meet~~Who meet HUD standards on citizenship or immigration status, or are paying a pro-rated rent. **24CFR§24-CFR-§5.5**

²⁰ 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~~Who are in compliance with DHA's community service requirements, if applicable.²¹
- f. Have satisfactorily completed their annual recertification.
- g. Have not exceeded the HUD maximum income threshold for public housing residents (see Section .

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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*.

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C. Re-examinations

1. Regular Annual Reexaminations: DHA shall, at least once every 12~~—~~months, re-examine the family composition and incomes of all resident families, except that public housing families paying flat rent shall have their incomes re-examined only every three years. DHA may take a streamlined approach to the verification of income for families with fixed incomes, using COLA²² percentages and interest rates rather than independent verification. **24 CFR § 960.257**
- ~~2. For the allowable period of availability established in PIH Notice 2020-13 as a result of the COVID-19 pandemic, DHA will forgo third-party income verification requirements for annual reexaminations, including the use of EIV, rather than delaying the family's annual recertification. DHA will accept self-certification as the highest form of income verification to process annual reexaminations. The period of availability to conduct annual reexaminations using these modified verification requirements shall end on December 31, 2020, or pursuant to any subsequent waivers authorized or extended by HUD and adopted by DHA.~~
- ~~3.2.~~ 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

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²¹ 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.

²² Cost of living allowance.

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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-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 ~~current rent, the~~ new rent, the date when the new rent takes effect, ~~the reason for the rent adjustment,~~ and the fact that the resident has the right to request a grievance hearing if ~~the Resident~~he/she 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 days~~ notice and become effective the first day of the following month.
 - 5) Rent increases due to misrepresentation ~~of information by the family, are applied~~are 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.

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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
Year 0	8/1/2015	Annual	Low-Income	Complete re-examination.
Begin 2 year clock	8/1/2016	Annual	Over-Income	DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.
1 year later; half-way through 2 year clock	8/1/2017	Annual	Over-Income	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.
1 year later; complete 2 year clock	8/1/2018	Annual	Over-Income	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.

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	Complete re-examination.
Begin 2 year clock	11/1/2015	Interim	Over-Income	DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.
	8/1/2016	Annual	Over-Income	Document over-income status. Notice to the client is not required at this point.

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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	<i>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.</i>

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). For the allowable period of availability established in PIH Notice 2020-13 as a result of the COVID-19 pandemic, DHA will forgo third-party income verification requirements for interim reexaminations, including the use of EIV. DHA will accept self-certification as the highest form of income verification to process interim reexaminations. The period of availability to conduct interim redetermination of tenant income and rent using these modified verification requirements shall end on December 31, 2020, or pursuant to any subsequent waivers authorized or extended by HUD and adopted by DHA.
- Due to the COVID-19 pandemic, and corresponding widespread closing of businesses and places of employment, DHA temporarily modified its Interim policy. During the period of March – June 2020, tenant reported increases in income were deferred during this time period to be processed at the next annual re-examination.
- DHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	DHA ACTION
Decrease <u>or loss</u> in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to imputed welfare income rules ²³ .	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR § 5.609

²³ 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).

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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
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.

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[5-4](#). 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)

[6-5](#). 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.

7-6. 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)~~persons must be requested in writing and require written ~~approval~~permission from DHA before the ~~person(s)~~persons may move into the apartment:
 - a. Adult family member (including a new spouse);
 - b. Foster child or children;
 - c. Foster adult;
 - d. Live-in aide; 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*.

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C. Earned Income Disallowances – Public Housing ACC 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.

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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(l)**

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 Subsidy Properties

1. ~~The DHA or housing manager~~ shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(l)**
2. The ~~DHA or housing manager~~ 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(l)**
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 on VAWA Crimes.

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4. If a non-exempt member of a resident family fails to comply with the 8-hour-per-month community service requirement, the entire family may be subject to lease termination. In such cases the resident and DHA may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, DHA will terminate tenancy.

5. The community service requirement does not apply to properties that are project-based Section 8 or to housing tax credit units that do not receive HUD public housing operating subsidy.

D. Notification Requirements for Public Housing Subsidy Properties

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 under Texas law and this policy](#).

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.

3. Notices of Lease Termination may be personally served on a member of the tenant household who is at least 15 years old, may be taped to the inside of the front door of the unit, or may be delivered by first class mail.

4. When DHA terminates the lease, written notice will be provided as follows:

- a. 14 days prior to termination for failure to pay rent;²⁴
- 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 Subsidy 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.

4. DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction and

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²⁴ 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.

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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.

3-6. 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.

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4-7. 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.

5-8. 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.

6-9. 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.

7-10. 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.

8-11. DHA may require that the remaining family members live in strict compliance with the lease and that the family execute an agreement be placed on lease probation for an appropriate period of time.

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12-9. Once an eviction occurs, DHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

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F. Record keeping Requirements for Public Housing Subsidy Properties

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1. A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:

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a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied;

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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;

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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 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;

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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;

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- 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 Subsidy 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 Subsidy 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 Subsidy Properties

- 1. DHA or its manager shall terminate the lease only for non-compliance with U.S. Department of Housing and Urban Development (HUD) regulations, 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).

a. Over Income:

- i. HUD regulations published January 31, 2023, implementing section 103 of HOTMA, requires public housing agencies to terminate or charge an alternative rent to families whose income exceeds the public housing program maximum income limit for two consecutive years. HUD partially implemented this provision of HOTMA in 2018, and is requiring the provisions to be fully implemented in 2023.
- ii. HUD established Over-Income limits for public housing residents. The Over-Income limits are updated by HUD annually. HOTMA established the threshold for over-income limits at 120% of the area median income (AMI). HUD's regulation uses the Very Low Income limit as the basis for the 120 percent income limit by multiplying the published Very Low Income limit by a factor of 2.4.
- iii. Residents whose household income exceeds the HUD income limits are given notice of a 24-month grace period during which, if their income should fall below the HUD income limit, these provisions do not apply.
- iv. Residents whose income exceeds the HUD income limit known as the "over-income limit" shall be issued a written notice when they first become over-income and again 12-months after they first become over-income, and finally, 24 months after they become over-income. The notice shall inform the resident that they will be required to find other housing and move out of their public housing unit six months after the 24-month grace period.
- v. If a PHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the PHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later. PHAs must provide written notification to the family if the family's income continues to exceed the over-income limit one year after the initial over-income finding by the PHA. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial

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over income determination was made during an interim reexamination, the PHA must conduct a second interim income reexamination on that date one year later. However, if a PHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

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 **and misdemeanors** 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 ~~Subsidy~~ 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

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non-payment of rent, the notice must state the amount of balance due and the date of that computation;

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- c. That if the tenant remains in the unit beyond the date specified for termination, that DHA may enforce the termination only 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;

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i. When DHA terminates the lease, written notice will be provided in accordance as follows:

- 1) 10 days prior to termination for failure to pay rent;
- 2) 10 days prior to termination, consistent with the DHA Lease and applicable laws, exigencies of the situation in cases of violent or drug related criminal activity; or
- 3) At least 30 days prior to termination in all other cases.

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K. Eviction Actions for Non-Public Housing Subsidy 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.

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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 Subsidy 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.

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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

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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 "buildings that 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 shall have a consumption-based utility billing along with DHA's consumption-based utility allowance, reflective of allowances that reflect the size and type of unit units 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. a. 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.
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 Properties Only)

1. Flat rent payments are available to participants in the public housing programs subsidy properties 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.

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- 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.

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A. Annual Update of Flat Rents

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- 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 his/her](#) rent shall be adjusted only at the next annual re-examination, rather than when DHA may revise the flat rents.

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B. Choice of Rent

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- 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.

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C. Recertification of Families on Flat Rents

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- 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)**

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D. Hardship Reduction in Flat Rents

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- 1. If a resident who opted for flat rent experiences a decrease in income, [the Property Management staff \(starting with the assigned leasing professional\) management](#) 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.

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XI. Determining Income and Rent

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A. Annual Income

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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.](#)

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1-2. 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**

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2-3. 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:

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- 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 receipts²⁵;
- f. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay²⁶;
- 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,

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²⁵ Delayed or deferred periodic payments of social security or supplemental security income benefits receive special consideration.

²⁶ Lump-sums are sometimes treated as assets instead of income, and receive special consideration. See the section on Excluded Income (B.1.I.).

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.²⁷

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 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);

b-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.^{28,29}

e-d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

e-e. Income of a live-in aide, provided the person meets the definition of a live-in aide;

e-f. The full amount of student financial assistance paid directly to the student or the educational institution;

f-g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

g-h. Certain amounts received that are related to participation in the following programs:

a-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);

h-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);

i-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;

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²⁷ Special pay for exposure to hostile fire receives special consideration. See the section on Excluded Income (B.1.i.).

²⁸ If settlements will be paid out in periodic payments, then they are treated like routine payments, not lump sums.

²⁹ 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.

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j.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;

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k.j. Temporary, non-recurring, or sporadic income (including gifts);

l.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;

m.l. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household, spouse, and co-head);

n.m. Adoption assistance payments in excess of \$480 per adopted child;

o.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

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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

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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.

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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.

4)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.

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5)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.

6)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.³⁰

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p. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

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q. Deferred payments of VA disability benefits that are received in a lump sum payment;

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r. Amounts received by the family in the form of refunds or rebates under state or local law for property

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³⁰ 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.

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 1937.³¹

u. The following is a list of benefits excluded by other federal Statutes:

i.1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

ii.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:

iii.3) The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

iii.4) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

iii.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).

iii.6) Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)

iv.7) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; (25 USC. 459e)

v.8) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; (42 USC 8624 (f))

vi.9) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; (P. L. 94-540, 90 State 2503-04)

vii.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);

viii.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;

ix.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;

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³¹ 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.

- ✘: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;
- ✘i:14) Payments received under Maine Indian Claims Settlement Act of 1980; (P.L. 96-420,94 Stat. 1785)
- ✘ii: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)
- ✘iii:16) Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j);
- ✘iv:17) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- ✘v:18) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- ✘vi: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;
- ✘vii:20) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- ✘viii:21) Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- ✘ix:22) Exclusion of income earned under temporary employment with the U.S. Census Bureau;
- ✘x:23) Kinship Guardian assistance payments and other guardianship care payments;
- ✘xi:24) Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- ✘xii:25) Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- ✘xiii:26) Payments from any deferred Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- ✘xiv: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
- ✘xv: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:

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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/his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:

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- 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.

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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:

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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:

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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.

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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

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disability expenses³²

- 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 DHA³³.
2. Total tenant payment (income-based rent) is the higher of:
 - a. 30% of adjusted monthly income; or
 - b. 10% of monthly income; but never less than the
 - c. Minimum rent of \$50; and not more than the
 - d. Flat rent, if chosen by the family.
3. Tenant rent:
 - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the total tenant payment.
 - b. In developments where DHA pays all utility bills directly to the utility supplier, tenant rent equals total tenant payment. **24 CFR § 5.634**
4. Minimum Rent:
 - a. The public housing minimum rent shall be \$50 per month.
 - ~~b. The multifamily housing minimum rent shall be \$25 per month.~~
5. Minimum rent hardship exemption:
 - a. 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.

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³² Section on Adjusted Income (D.1.c.).

³³ Tenant reimbursements of less than \$15 per month will be paid quarterly.

Instead, the family is required to pay the greater of 30% of adjusted monthly income or 10 percent of monthly income.

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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):

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- 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)**

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XII. Public Housing Community Service Family Self-Sufficiency Program

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A.A. Program Objectives

- 1. DHA has established a Family Self-Sufficiency (FSS) Program. The objective of this program is to provide supportive services to program participants that will allow them to become self-sufficient within 5 years.
- 2. A detailed description of the FSS Program is included in DHA's FSS Action Plan.

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XIII. Public Housing Community Service Policy Background

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- 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 determined to adopt HUD's waiver to temporarily suspend CSSR requirements as a result of the COVID-19 pandemic. Upon the family's next annual reexamination, DHA will 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 DHA completes an annual reexamination for any family, the CSSR will become effective again for family members for the subsequent annual reexamination cycle. The period of availability ends on March 31, 2021 for this waiver, or pursuant to any subsequent waivers authorized or extended by HUD and adopted by DHA.

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3-2. 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.

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4-3. The community service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).

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5-4. 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.

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A. 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;

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- 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 he/she is;

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a. A person who is 62 years or older;

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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 she or he is, unable to comply with the service provisions of this subpart;

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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:

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- 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.

b-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;

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e-f Is a member of a family receiving and compliant with requirements of the Temporary Assistance for Needy Families (TANF); **45 CFR Part 260**

e-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**

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e-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.

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B. C. Requirements of the Program

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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

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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/his/her 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/his/her 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.

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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.

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XIII XIV. Definitions of Terms Used in This Statement of Policies

1. **Accessible dwelling units** - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities.
 - 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.

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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 - 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**.

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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)**

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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.
 - a. 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**
 - b. 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”.
 - c. 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”.
 - d. 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/his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a foster adult is excluded from annual income.
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)**

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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. A physical or mental impairment that:
 - 1) Substantially limits one or more major life activities;
 - 2) Has a record of such an impairment; or
 - 3) Is regarded as having such an impairment.
- 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:

- ii-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
- iii-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
- iv-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.

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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:
- Is determined by DHA to be essential to the care and well-being of the person(s);
 - Is not obligated to support the family member; and
 - 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 -
- The net cash value, after deducting reasonable costs, that would be incurred in disposing of: **24 CFR § 5.603**
 - Real property (land, houses, mobile homes);

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- 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.

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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**

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55. Person with disabilities³⁴ **42 USC 1437a(b)(3)** means a person³⁵ 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/his/her 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.

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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**

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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

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³⁴ 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)

³⁵ A person with disabilities may be a child.

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.

57-58. Refusal of housing - an applicant's choice not to accept a DHA offer of housing without good cause.

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58-59. Rejection for housing assistance - DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

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59-60. 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 criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than DHA.

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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**

60-61. 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.

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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.

61. Sexual assault – is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent.

62-63. 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.

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63-64. Spouse - spouse means the husband or wife of the head of the household.

64-65. 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,

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b. A member of the immediate family of that person; or

c. The spouse or intimate partner of that person.

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65-66. 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

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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.**

66-67. 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.

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67-68. 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)**

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68-69. 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**

69-70. 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.

70-71. 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.

71-72. 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.

72-73. 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.

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73-74. 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.

74-75. Work activities - as used in the HUD definitions at **24 CFR § 5.603** the term work activities mean means:

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- 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)

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- 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.

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XIV. Other Policies

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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

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[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.](#) **DHA has adopted these HUD waivers which are outlined herein.**

- [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~~ is waiving this requirement and ~~extended~~ extending 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

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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.

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- **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.

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- **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.

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- **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.

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- **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.

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- **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

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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), and

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

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• **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.

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**2024 PHA Plan
Supplemental Documents**

Residential Lease Agreement

RESIDENTIAL LEASE AGREEMENT

WHAT IT IS:

Part 1: The part of the Lease that is specific to the individual Tenant

This DHA, *Housing Solutions for North Texas*, (“DHA”) Residential Lease Agreement, Part I and Part II, (“Agreement”) is executed by and between Tenant and DHA on the date reflected by signatures below, and includes the following information specific to each family's circumstances:

- Identity of all members of Tenant's household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by DHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets and informational materials provided to Tenant at the time of admission.

“**Dallas Housing Authority, DHA or Agency**” means both DHA, *Housing Solutions for North Texas* and its duly contracted management companies and their employees acting in an official capacity.

“**Dwelling Unit**” means the unit occupied by the Tenant and/or Tenant family (also called “household members”) as identified in Part I Section 2 of this Agreement.

“**Family Member(s)**” means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's “family”, as defined in DHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

“**Guest**” means a person temporarily staying in or visiting the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The tenant is responsible for the actions of their guests.

“**Household Member(s)**” means any “authorized persons” who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, or Live-in Aides **ONLY** and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, “authorized Tenant” and/or “Tenant family”.

“**Other person under the Tenant's control**” means a person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has expressed or implied authority to so consent on behalf of the Tenant.

“**Premises**” or “**Property**” means all of the property owned or operated by DHA directly or indirectly to include, but not limited to, stairways, landings, hallways, elevators, community rooms and solariums.

“**Tenant**” means the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.



Client Number _____

PART 1 of the RESIDENTIAL DETAILS AND RESPONSIBILITIES OF THE LEASE

1. **THIS AGREEMENT** is executed between the DHA, Housing Solutions for North Texas also known as The Housing Authority of the City of Dallas, Texas (hereinafter "DHA"), and _____ (hereinafter "**Tenant**").

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	Security/Pet Deposit
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2. **Unit:** DHA, relying upon the representations of Tenant as to Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

Address _____ Apartment No. _____

City _____ State _____ Zip Code _____

Development _____ Management Office _____

3. **Authorized Family and Household Members:** Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birth date	Relationship	Social Security Number
		Head	

4. **Initial Pro-rated Rent:** If prorated for a partial month, rent shall be \$_____.
5. **Utility Reimbursement:** If applicable, Tenant shall receive \$_____ from DHA for a partial month's Utility Reimbursement, beginning on _____ and ending at midnight on _____. After the initial pro-rated amount, Tenant shall receive \$_____ per month or quarterly if value of is than \$15 or less per month and Tenant does not request to be paid monthly. DHA Utility Reimbursements may be paid by DHA to the tenant or to the applicable Utility supplier on Tenant's behalf by check or debit card.
6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of \$_____ per month, shall be payable in advance on the First day of each month. Tenant has selected the following monthly rent, as checked and initialed by Tenant:
- income-based rent _____ flat rent _____



7. **Rent Payments:** Rent payments must be submitted in a DHA approved method including but not limited to ACH direct Deposit or mailing to DHA's lockbox using the envelope provided with the rent statement:
8. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to Tenant or by executing a new Lease Contract.
9. **Security Deposit: Tenant agrees to pay \$_____** as a security deposit in accordance with the Terms and Conditions of this Lease. The security deposit shall not exceed one month's rent.
10. **Utilities and Appliances:**
 - a) **The following utilities are furnished and paid by DHA, as checked below:**
Heat Water Sewer Service Electricity Gas
 - b) **The following utilities are paid for by the Tenant, as checked below:**
Heat Water Sewer Service Electricity Gas
 - c) **The following appliances are supplied by the Tenant, as checked below:**
Stove Refrigerator Washer Dryer Other _____

- 11 **Utilities Allowances Tenant-Paid Utilities:** If Tenant pays for utilities or appliances, as indicated by an (X) above, DHA shall provide Tenant with a Utility Allowance in the monthly amount of \$_____
Tenant is responsible for connecting utilities in the name of an adult family member and making timely payments directly to the utility supplier. DHA reduces each family's rent by deducting the "utility allowance" to permit the family to make timely utility payments. If Tenant fails to make timely utility payments and the utility supplier stops billing Tenant and either disconnects Tenant's service or begins billing DHA, DHA will issue Tenant a lease termination notice and DHA will evict Tenant. Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If Tenant pays for utilities, by Tenant's signature below, Tenant agrees to sign a third-party notification agreement with the utility company so that DHA will be notified if the Tenant fails to pay the utilities. **Tenant's failure to pay for utilities is a serious lease violation and grounds for lease termination.** DHA may also require the Tenant to purchase utility service from DHA's provider of choice.

12. **Utility Allowances, Check-Metered Properties:** At properties that have check-metered utilities, DHA will grant Tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by DHA at the development.

Water: _____ gal. Sewer _____ Electricity KW Gas cubic ft.

- 13 **Other Tenant responsibilities:** Subject to reasonable accommodations, this Lease requires Tenant to assume the following responsibilities: _____

14. **Accessible Features:** Tenant has requested the following accessibility feature(s) that DHA will provide following verification of need based on disability:

- | | |
|---|---|
| <input type="checkbox"/> A separate bedroom | <input type="checkbox"/> Unit for Hearing-Impaired |
| <input type="checkbox"/> A fully Accessible apartment | <input type="checkbox"/> Bed Room & Bath on 1 st floor |



- One-level unit
- Unit for Vision-Impaired

Other _____

15. **Alternate form of communication or accessible format for written notices:** Tenant has represented to DHA the need for the following alternate form of communication or accessible format: _____



LEASE PART 2: Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the DHA, Housing Solutions for North Texas also known as The Housing Authority of the City of Dallas, Texas (called "DHA" or the "Agency") and Tenant named in the Contract (called "Tenant").

DHA, relying upon data provided by Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit, all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part I of the Lease, to be executed by the Tenant and DHA, subject to the terms and conditions contained in this Lease.

1. Lease Term, Amount of Rent

- (a) The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Part 2, Section 19 of this Lease. The Lease shall automatically be renewed for successive terms of one year. Month to Month leases and month-to-month renewals are not permitted.
- (b) At admission and each annual recertification, Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly gross income, but never less than the DHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of DHA's developments.
- (c) Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher income-based pro-rated rent based on the percentage of members who are eligible for housing assistance.
- (d) In developments with Tenant-paid utilities, only Tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- (e) The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by DHA in accordance with Part 2, Section 7 of this Lease. The amount of the rent shall be determined by DHA in compliance with HUD regulations.
- (f) Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the 5th business day of the month.
- (g) **Failure to pay rent on time is a serious lease violation and grounds for lease termination, however, DHA shall not penalize the Tenant when Tenant's rent is not paid on time as a result of government assistance not sent on time. Child support payments, regardless of the source, are not considered government payments.**
- (h) **Three late payments within any 12-month period shall be considered repeated late payments and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment, if Tenant relies on government payments as a sole source of income.**
- (i) **DHA shall use the date of Tenant's postmarked envelope, rather than the date rent is actually received in DHA's lockbox to determine whether rent is timely or late.**

2. Notice of Rent Adjustment

- (a) When DHA increases the amount of the rent, DHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase so long as the change was reported within 10 days and requested documents were provided timely
- (b) If rent decreases, DHA will reduce the rent on the first of the month after the circumstances leading

to the decrease are reported by the Tenant, but not until the circumstances are verified.

3. Charges in Addition to Rent

- (a) In addition to rent, the Tenant may be responsible for the payment of other charges. The Notice of Charge(s) shall advise the Tenant that the Tenant has the right to an explanation of rent and non-rent charge(s) on the Tenant's ledger.
- (b) Non-rent charges shall 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 and an explanation on how to dispute the charge through the grievance process.
- (c) For non-payment of rent lease terminations, the Tenant's ledger will be attached to the notice of lease termination, and DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction.
- (d) Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 14 days' notice has been given. Tenant may be given an opportunity to enter into a reasonable payment arrangement based upon Tenant's adjusted income and payment history.
- (e) **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination. All payments received will first apply to the oldest balance on the account, before any current charges are credited (including charges for rent).**
- (f) Charges in addition to rent can include but are not limited to:
 1. Excess Utility Charges: In properties where utilities that are not billed directly to Tenant, DHA will bill Tenant monthly for utility usage in excess of the usage amount allowed at check-metered developments or for the use of major Tenant-supplied appliances at developments without check meters. There are no excess utility charges for those utilities Tenant pays directly to the utility supplier unless DHA pays utility charges on a Tenant's behalf.
 2. Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Tenant family, Tenant's pet(s), or guests. Tenant will also be charged for services or repairs requested by Tenant that are not related to normal wear and tear on the unit. When such charges occur, Tenant shall be charged for such service, in accordance with the Tenant Damage Fee Schedule (see Attachment A)
 3. Insufficient Funds Charge: A fee of the greater of \$35 or the amount charged by the bank will be charged to the Tenant for any check to DHA written by a Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
 4. Late Fees: A one-time monthly charge of \$15¹ after the day specified in Part 2, Section 1(f) of this Lease will be due and payable for all rent not paid in a timely manner.

The Tenant may submit a request to DHA for an accounting of the fees associated with the Tenant's account.

4. Payment Location

Rent and other charges shall be paid by mail to the lockbox using the envelope included with the rent statement. All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to DHA.

Tenants also have the option of enrolling in a direct monthly withdrawal program from a savings or checking account of their choice. Tenants who enroll in a direct withdrawal program will have balances

¹ Tenant will not be charged a monthly late fee that exceeds 10% of their rental payment in accordance with the Texas Property Code Section 92.019. If the \$15.00 monthly late fee charge exceeds 10% of the Tenant's monthly rental payment, the monthly late fee charged against Tenant's account will be 10% of the Tenant's monthly rental payment.

owed debited from their account on the fifth day of the month, but if the fifth falls on a weekend or holiday, the debit will take place on the next business day.

5. Security Deposit

- (a) The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly and Disabled Families, the amount of the security deposit shall be the greater of \$100.00 or one month's rent. For non-elderly/non-disabled families the amount of the security deposit shall be the greater of \$200 or one month's rent. The dollar amount of the security deposit is noted in Part 1 of this Lease.
- (b) If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet deposit and a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the deposit and fee are described in the Pet Policy. Assistive animals required by Tenants with disabilities are not considered pets and do not require a pet deposit or pet fee.
- (c) If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet deposit, although Tenant will be required to pay in full all amounts for damages to the original unit beyond reasonable wear and tear.
- (d) DHA will use the Security Deposit when the Tenant leaves the program for the items listed below:
 1. To pay the cost of any rent or charges that are due; and,
 2. To reimburse DHA for the cost of repairing any damages caused by the Tenant, Tenant family, Tenant's pet(s), guests or other persons beyond the tenant's control, beyond reasonable wear and tear.
- (e) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the Tenant has vacated the unit and Management has inspected the unit to determine whether maintenance charges will be made.
- (f) After any deductions are made, DHA shall mail to the forwarding address provided by Tenant, within 30 days of Tenant vacating, 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 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 the landlord.

6. Smoking

- a. Beginning with the execution of this lease smoking is not permitted on DHA premises. This includes:
 1. Individual apartment units and homes;
 2. Hallways, stairways and elevators;
 3. Community rooms, mailrooms, craft rooms and all other community space;
 4. Smoking is not permitted within 25 feet of any DHA buildings.
- b. Each tenant is responsible for ensuring that tenant, tenant family members, household members, guests and other persons on the premises with the permission of tenant refrain from smoking anywhere on DHA premises other than outdoors more than 25 feet from a DHA building.
- c. **Failure to comply with the smoking ban is grounds for lease termination.**

7. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

(a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:

1. The status of each family shall be re-examined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 120 days. Families who have chosen Flat Rent will have their incomes re-examined every three years, but are still required to have their unit size and family composition re-examined annually.
2. Tenant must supply DHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all Tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity committed by household members and appropriateness of dwelling size.
3. All adult members of the household and Live-in Aides, if any, must be present during the reexamination meeting to sign releases for required documentation.
4. Tenant agrees to comply with reasonable DHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by DHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
5. Tenant agrees and gives permission to DHA to conduct a criminal background check on Tenant and all Household Members who are 18 years of age or older and all emancipated minors in the household at least once each year. Criminal conduct may subject Tenant and household members to eviction if any Tenant / household member is found in violation of Part 2, Section 12 of this Lease.
6. After Tenant or a family/household member has been admitted and/or executed this Lease, if DHA becomes aware, through a criminal background check or other means, that Tenant or a family /household member was not eligible for admission into the DHA Public Housing Program at the time of admittance, this Lease shall be terminated.
7. **Failure to supply requested information and/or misrepresentation of the information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
8. During the annual re-examination, Tenants will be given the choice between paying:
 - a. rent based on income; or
 - b. a flat rent based on the value of the dwelling unit.
9. DHA shall notify each family in writing via Rent Café, E-Mail and mail, or by paper notification if requested, of the dollar amount of these two rent amounts.
10. To comply with Annual Re-examination requirements, DHA shall give Tenant reasonable notice of what action(s) Tenant must take and the date by which any such action must be taken for compliance under this section.
11. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
12. DHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:
 - a. failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
 - b. welfare fraud.
 - c. In either of the cases under this section, Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
 - d. If Tenant challenges the welfare program grant reduction, the requirements of paragraph 12 shall not take effect until the results of the challenge are known.
13. **Failure to comply with annual re-examination requirements or misrepresentation of income or qualification for deductions or criminal history is a serious lease violation and grounds for lease termination.**



- (b) Interim Re-examinations: The components of interim re-examinations are as follows:
1. Between annual re-examinations, **all** changes in household composition must be reported. Certain changes require advance approval by DHA. **Tenants must report the following changes of household composition and income in Rent café or to the property manager within ten (10) calendar days of the occurrence:**
 - a. Birth or adoption of children and Court-awarded custody of children.
 - b. Other additions to the household require written approval by DHA **before the changes of household composition are made.** See Section 12 of this Lease for details.
 - c. **Failure to report changes in income within ten (10) days may result in termination of the lease.**
 2. **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
 3. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family who has experienced an increase in their earned income. Tenants must report timely in accordance with Section 7(c) (1), in order to ensure full benefit of income disallowance.
 4. DHA will process an interim reduction in rent if Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
 5. Between annual re-examinations Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
 6. DHA will grant a hardship exemption to a qualifying Tenant who is paying the minimum rent or the flat rent.
 7. **Tenant paying flat rent or minimum rent must request the hardship exemption** The following circumstances would constitute a hardship for Minimum or Flat rent payers:
 - a. Tenant experiences a loss income that will last more than 30 days;
 - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
 - c. A person with income leaves Tenant's family;
 - d. There is a death in Tenant's family;
 - e. Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
 8. Minimum rent payers will be granted an automatic 90-day exemption period. DHA will verify Tenant's hardship claim and, if Tenant does not qualify for a hardship exemption, DHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. DHA will enter into a Repayment Agreement for any rent not paid during the 90-day period. When the hardship is verified, Tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
 9. DHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
 10. Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that DHA can compute an accurate income-based rent.
 11. If Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, Tenant is then subject to an Interim increase in rent if Tenant's income increases.
 12. Public Housing tenants are required to request prior approval to add a member to their household. DHA will process an interim increase in tenant rent if Tenant receives DHA's permission to add an adult member with income to the lease;
 13. Public Housing tenants are required to report, immediately (within 10 days), any changes in their household income to DHA. DHA will process an interim increase in tenant rent if Tenant's earned or unearned income increases with the exception of Social Security COLA increases this would be deferred until the next regular re-examination.
 14. DHA will process an interim increase in rent, retroactively, if the DHA discovers that Tenant has



been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information to DHA is also grounds for Lease termination in accordance with Section 19 of this Lease.

15. DHA will process an interim increase in rent if DHA verifies that a Tenant claiming zero income actually received either monetary or non-monetary income for that period.

(c) **Effective Dates of Rent Changes:**

Timely Reporting (Within 10 calendar days of the occurrence)

1. Decreases - 1st day of the month after the decrease in income is first reported to the Property Manager or Rent Café and verified by third party.
2. Increases - 1st day of the second month following the increase in income.

Late Reporting (After 10 calendar days of the occurrence)

3. Decreases - Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager or Rent Café. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
4. Increases - Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
5. Retroactive rent charges will be applied only if it is found that Tenant has misrepresented the facts on which the rent is based so that the rent Tenant is paying is less than the rent Tenant should have been charged; or is late in reporting in accordance with Section 7(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

(d) **Notice of Rent Adjustments and Grievance Rights:**

Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. Tenant may ask for an explanation stating the specific grounds of the DHA determination concerning rent, dwelling size or eligibility, and if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the DHA Grievance Procedures.

8. Utilities and Appliances

- (a) DHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of Part 1 of this Lease, DHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The Agency will not be liable for any disruptions in service or failures of the utility service provided by the Agency. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the Agency and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- (b) At some developments where DHA provides utilities, the utilities are check-metered at Tenant's unit. In these situations, each Tenant is provided a consumption allowance (in kilowatt hours for electricity and in thousand cubic feet for natural gas). Tenants who exceed the consumption allowance will be billed for excess consumption at the rate paid by DHA to the utility provider.
- (c) DHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the Agency will provide a cooking range, refrigerator, and, in certain developments, a washer and dryer. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of DHA. All appliances must be professionally installed by an Agency-approved contractor or by DHA maintenance personnel for a reasonable fee.
- (d) Tenant-paid utilities: If Tenant resides in a development where DHA does not supply electricity, gas, water, sewer service or trash collection, DHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the Agency will pay a monthly Utility Reimbursement to Tenant or the utility supplier each month or quarterly if the monthly amount of reimbursement is \$15 or less. Tenants who choose Flat Rents (not income-



- based rents) receive no utility allowance.
- (e) The Agency may change the Utility Allowance at any time during the term of the lease and shall give Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- (f) Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- (g) Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- (h) **When Tenant pays for utilities directly, failure to make timely payments to the utility supplier is a serious lease violation and grounds for lease termination.**

9. General Conditions For Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit shall be the sole domicile of Tenant's Household.
- (b) Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other authorized Tenant family/household members named in Part I of this lease. Tenant shall neither assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for Tenant and Tenant's family members named on the Lease.
- (d) DHA may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (e) If during the term of the Lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the Agency has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, Agency will assist Tenant, or a designated member of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Agency will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 19 of the Lease.
- (f) Tenant must register guests who will stay in the unit overnight. Tenant shall have the right to accommodate overnight guests² or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If Tenant wishes any guest to remain longer than 14 calendar days in any twelve-month period, Tenant must submit a written request to the Property Manager asking for permission to extend the time period. Tenant shall not accommodate guest(s) who have been terminated from any DHA property or have been criminally trespassed from any DHA property.
- (g) DHA will not use guest registration information to run criminal history checks on adult guests unless DHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evidenced by complaints from other Tenants or law enforcement personnel.
- (h) **Failure to register guests or to obtain Agency permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.**

10. Housing 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 DHA may pursue lease termination if appropriate³. **24 CFR § 966.4(h)**
 - 3) Refusal to accept an emergency transfer may be grounds for lease termination and eviction.
1. Priority 1: DHA actions that require a unit to be vacated for physical hazards to the unit
 2. Priority 2: VAWA emergency request (optional transfer)
 3. Priority 3: Reasonable accommodations for residents with disabilities (optional transfer). 24 CFR § 8.4
 4. Priority 4: Administrative transfer for residents displaced because of DHA action involving demolition, disposition, revitalization or rehabilitation of dwelling units.
 5. Priority 5: New Admissions from the waiting list
 6. Priority 6: Occupancy standards for over housed and/or under housed (mandatory transfer) 24 CFR § 966.4(c)
 7. Priority 7: Split family transfer (optional transfer)
 8. Priority 8: Tenant-Incentive: 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 recommended by their Property Manager to transfer to another unit in a different development or scattered site unit.

Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30-days written notice, or longer as provided in the Admissions and Continued and Occupancy Policy ("ACOP"). Exceptions may be made, such as when the transfer is in response to problems of a life-threatening nature; criminal threats of attack; documented domestic violence; and witness protection orders.

Under the Emergency and Mandatory Transfer categories, Tenants are required to transfer to another unit. An exception is only for Reasonable Accommodation Requests and Victims of Domestic Violence when a unit is declined for 'good cause' as outlined in DHA's transfer procedures.

Transfers as a result of physical hazards, Victims of Domestic Violence Act, Reasonable Accommodation Requests and mandatory transfers for demolition, disposition, revitalization or rehabilitation will not be subject to the 'Good Standing Rule'.

DHA will pay moving costs associated with the transfers it initiates, reasonable accommodations for a disability-related need for a transfer, and 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.

DHA will not pay moving expenses for transfers due to changes in family size (overcrowding and over housing), or change in income tier.

In instances where DHA pays the costs associated with unit transfers, DHA will pay reasonable

³ Resident may challenge any charges for damages by using the DHA Grievance Procedure.

moving expenses, including the cost of disconnecting and reconnecting utilities. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.

(a) Failure by Tenant to comply with a mandatory transfer without good cause is grounds for Lease termination.

11. DHA-initiated Lease Terminations for Public Housing Properties

DHA or its manager shall terminate the lease only for non-compliance with U.S. Department of Housing and Urban Development (HUD) regulations, 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).

a. Over Income:

1. HUD regulations published January 31, 2023, implementing section 103 of HOTMA, requires public housing agencies to terminate or charge an alternative rent to families whose income exceeds the public housing program maximum income limit for two consecutive years. HUD partially implemented this provision of HOTMA in 2018, and is requiring the provisions to be fully implemented in 2023.
2. HUD established Over-Income limits for public housing residents. The Over-Income limits are updated by HUD annually. HOTMA established the threshold for over-income limits at 120% of the area median income (AMI). HUD's regulation uses the Very Low Income limit as the basis for the 120 percent income limit by multiplying the published Very Low Income limit by a factor of 2.4.
3. Residents whose household income exceeds the HUD income limits are given notice of a 24-month grace period during which, if their income should fall below the HUD income limit, these provisions do not apply.
4. Residents whose income exceeds the HUD income limit known as the "over-income limit" shall be issued a written notice when they first become over-income and again 12-months after they first become over-income, and finally, 24 months after they become over-income. The notice shall inform the resident that they will be required to find other housing and move out of their public housing unit six months after the 24-month grace period.
5. If a PHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the PHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later. PHAs must provide written notification to the family if the family's income continues to exceed the over-income limit one year after the initial over-income finding by the PHA. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial over income determination was made during an interim reexamination, the PHA must conduct a second interim income reexamination on that date one year later. However, if a PHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the



family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

12. DHA Obligations

DHA is Obligated:

- (a) To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity and/or familial status.
- (b) To affirmatively further fair housing in the administration of its public housing program.
- (c) To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
- (d) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- (e) To make necessary repairs to the dwelling unit. DHA's failure to make repairs in accordance with the maintenance policy after delivery of written notice to DHA in accordance with the Chapter 92 of the Texas Property Code may give Tenant one or more of the following rights: right to terminate this Lease, the right to repair the items listed in the notice to DHA and deduct the reasonable cost of repair up to one month's rent or \$500; or the right to file suit in JP Court.
- (f) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied or required to be supplied by DHA. In multi-story buildings, DHA agrees to keep the stairwells clean and free of debris.
- (g) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by Tenant in accordance with Part I, Section 11 of this Lease. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (h) To notify Tenant of the specific grounds for any proposed adverse action by DHA, and when applicable, to give Tenant an opportunity for a hearing under the DHA Grievance Procedures.
- (i) To post in the DHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
- (j) To inspect the Premises with Tenant or Tenant's representative before Tenant moves in and to give Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when Tenant moves out and give Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- (k) Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, DHA will provide reasonable accommodations. DHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. DHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- (l) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- (m) To ensure that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities are provided, at no cost, appropriate auxiliary aids and



- access to means of effective communication.
- (n) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

13. Tenant's Obligations

Failure by Tenant to comply with these Tenant Obligations is grounds for termination of this Lease. Tenants, their family members, guests and other persons under the control of Tenant are obligated:

- (a) Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit overnight without registering the guest with DHA; Not to give accommodation to long-term guests without the express written consent of DHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the DHA of any additions to the household by birth, adoption, a kinship care arrangement, or Court-awarded custody; and to refrain from permitting other persons to join the household without first undergoing screening by the DHA.
- (b) To advise DHA in writing if they will be absent from the unit for more than 7-days, which is considered an extended absence. Residents shall notify the manager in writing, 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) To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow DHA to make necessary inspections of Tenant's dwelling unit; To maintain the premises assigned to Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized Tenant members, guests and other persons under the control of Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development, or causing any other disturbance.
- (d) To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to maintain the yards assigned to Tenant in a neat and orderly manner; and to pick up and remove trash assigned to Tenant's. Upon written approval by DHA's Disability Rights Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- (e) Not to obstruct sidewalks, areaways, galleries, passages, elevators, hallways or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- (f) Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.
- (g) To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the Agency.
- (h) Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this Lease. Violation of a deed restriction shall put Tenant in default of this lease and the DHA may terminate the lease.
- (i) Not to disconnect, disable or remove the batteries from any smoke detector or carbon monoxide detector and to replace batteries when needed. Not to remove any fire extinguisher from unit and to promptly notify DHA once fire extinguisher has been discharged.
- (j) To notify DHA promptly upon observing vermin or when repairs are needed to the premises.
- (k) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (l) To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Tenant, household members, guests or other persons under Tenant's control.
- (m) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and



- safe manner.
- (n) To make no alterations or repairs or redecoration to the exterior and interior of the dwelling unit or to any part of the property, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of DHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of DHA without compensation.
 - (o) To make no changes to locks. Tenant cannot install anti-theft devices without DHA's written approval. Alteration/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited.
 - (p) To refrain from having a waterbed on the premises.
 - (q) To abide by the necessary and reasonable regulations and house rules established by the DHA, for the benefit and wellbeing of the housing development and Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged be familiar with these rules and regulations. **Violations of DHA regulations and House Rules constitutes a violation of the lease and may result in lease termination.**
 - (r) To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
 - (s) To act and cause authorized Tenant members, guests and other persons under Tenant's control to act, in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other persons.
 - (t) To refrain from inviting on to the Premises anyone, who (a) has been issued a trespass warning, (b) has been evicted from a DHA unit or terminated from the DHA Voucher program, or (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and/or peaceful enjoyment of the development by other persons.
 - (u) To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
 1. Engaging in any activity, including physical and/or verbal assaults, that threatens the health, safety or right to peaceful enjoyment of DHA's premises by other Tenants or their guests, DHA employees, agents of DHA, or other persons;
 2. Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants or their guests, DHA employees, or other persons. Engaging in any drug-related criminal activity on or off DHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance.
 3. Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this Lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted or capable of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm or knife as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on DHA property or any weaponized objects; and
 4. Causing any fire on DHA premises, either intentionally or through negligence or careless disregard.
 5. Owning or possessing illegal weapons on DHA property;
 6. A criminal conviction is not needed to demonstrate serious violations of the Lease.
 - (v) **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of any**



federally assisted housing, the lease shall be terminated immediately.

- (w) **If Tenant, household members, guests or other persons under Tenant's control are subject to, but not limited to lifetime, registration requirement under any Sex Offender registration laws, the lease shall be terminated immediately.**
- (x) To keep dogs, cats, or other common household animals on the premises, only in accordance with DHA's Pet Policy. The Pet Policy requires DHA's prior written consent and approval of a pet application, including all Reasonable Accommodation animals, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health, refraining from disturbing neighbors, and hygiene. **Violations of the Pet Policy, including the Reasonable Accommodation Animal Addendum, may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**
- (y) All animals, including reasonable accommodation animals, must be caged or on a leash accompanied by the owner during all maintenance and inspections in the unit.
- (w) To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, remain in good standing at school and to ensure that minor children do not violate the Curfew Policy.
- (x) To comply with the DHA's Community Service requirements as stated in Section 23 of this Lease.
- (y) To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- (z) Tenants shall strictly comply with DHA rules and City of Dallas Fire Code requirements and other applicable code and standards. Open flame cooking and heating devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks or within 10 feet of combustible construction / materials. Use or storage of barbecue grills on porches or covered balconies, inside unit and / or within 10 feet of the DHA structure is strictly prohibited. Failure to comply is a serious lease violation that will result in a lease termination.
- (aa) The use or possession of fireworks on DHA property or within 10 feet of the DHA structure is strictly prohibited.
- (bb) Swimming pools, Spa's, trampolines and bounce houses are prohibited on DHA property.

14. Changes in the Household

- (a) Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a Court will automatically be added to the Lease upon notification by Tenant to DHA. When the addition of a child or children overcrowds the unit in which Tenant is residing, Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- (b) All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides, require the prior written approval of DHA. DHA will approve the addition of an adult family or household member only 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.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused⁴. A Live-in Aide is a person who resides with Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of Tenant, is not obligated for the

⁴ DHA must verify that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the person must be obtained from the tenant's physician, psychiatrist or other medical practitioner or health care provider.



support of Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members. An individual who is already a member of the family will not be approved as a Live-in Aide since such an individual cannot meet the Federal regulatory standard of one "who would not be living in the dwelling unit except to provide the required services".

- (d) DHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of DHA or Tenant.
- (e) Authorized Tenants or family members who move out of the dwelling unit, for any reason shall be reported by Tenant to DHA in writing, within 10 days of the occurrence.
- (f) Remaining family members. If the head of household dies or leaves the unit for any reason, other than for an authorized unit transfer, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
 1. The remaining household members fail to inform DHA within 10 days of the death or departure of the former head of household;
 2. There is no family member qualified to sign a new lease, or
 - i. after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
 - ii. The only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
 - iii. The family fails to notify the DHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the DHA, except as provided in Section 13(b).
- (g) DHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, DHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet DHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) (f) and (g) of this section. will be charged for any arrearages incurred by the former head of household. DHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- (h) If this Lease is an extension of occupancy by Tenant's household under a prior Lease or Leases with DHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

15. Entry of Premises During Tenancy

- (a) Upon applicable and/or reasonable notice, any employee, or contractor of DHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- (b) When Tenant calls to request maintenance on the dwelling unit, DHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for DHA to enter the unit and perform the maintenance. If Tenant is not at home when DHA performs requested maintenance, DHA shall leave a copy of completed work order in the unit.
- (c) For reasons other than emergencies or requested maintenance, DHA shall give all Tenants a minimum 48 hours' written notice that DHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.



- (d) DHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, DHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

16. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) **DHA Responsibilities and Services:** DHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control, the reasonable cost of the repairs shall be charged to Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, DHA shall offer Tenant decent, safe and sanitary alternative accommodations.
- (c) If repairs cannot be made by DHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control.
- (e) If Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and Tenant refuses to leave the unit until it is repaired, Tenant's lease may be terminated.
- (f) **Tenant Responsibilities:** Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants. Tenant shall allow DHA reasonable time to repair and/or remedy the condition beyond the tenant's control after DHA has received notice from tenant. Tenant's failure to allow DHA to repair and/or remedy the condition beyond the tenant's control is a material breach of this lease agreement and a violation of the Texas Property Code.
- (g) Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) DHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of DHA, the DHA's representatives or agents.
All accidents involving injury or loss of property to Tenant authorized members, Tenant's pet(s) or guests must be reported, in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the DHA with respect to said damages or injury.

17. Inspections

- (a) **Move in Inspections:** DHA and Tenant or Tenant's representative shall inspect the dwelling unit before occupancy. DHA may photograph the unit at the move-in inspection or at any subsequent inspection. DHA shall give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by DHA and Tenant or Tenant's representative and a copy of the statement will be retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by DHA at no charge to Tenant prior to move-in or within ten (10) business days after move-in, provided the



- defect does not render the unit uninhabitable. If DHA fails to correct the deficiencies within ten (10) business days of the move-in, Tenant may exercise the remedy described in Section 15(c).
- (b) Annual Inspections. An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).
 - (c) Besides the UPCS inspection, DHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. DHA will provide Tenant with a written statement regarding dwelling unit conditions. Further, DHA shall request work orders for all items found to be in disrepair.
 - (d) DHA will use the annual housekeeping inspection to assess Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, DHA will notify Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions. If there are immediate health and safety concerns for DHA residents and staff, DHA will notify the Tenant in writing of the immediate measures and time frame to abate the unsatisfactory conditions. Failure to abate the unsatisfactory conditions specified in writing may result in lease termination.
 - (e) Interim Inspections: DHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
 - (f) Move-out Inspection: After the mandatory Move Out Notice is delivered to management from the tenant, DHA will inspect the dwelling unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. In order to protect Tenant's rights, Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to DHA.
 - (g) All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.
 - (h) **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

18. Parking and Motor Vehicles: Tenant agrees:

- (a) To refrain from parking any vehicles in any right-of-way or fire lane, on lawns or other DHA property not designated for parking purposes.
- (b) Not to drive on DHA property unless Tenant has a current driver's license.
- (c) To bring onto DHA property only vehicles that are insured and registered through the Texas Bureau of Motor Vehicles.
- (d) To register all vehicles⁵ driven by Tenant with the property manager and display the parking decal on the windshield of the Tenant's vehicle, if applicable.
- (e) To park in parking spaces available for Tenant Parking only (not in parking spaces marked for visitor spaces, or designated parking for persons with disability unless Tenant displays a license plate or card issued by the TX DMV for persons with disability).
- (f) Not to bring any vehicle onto DHA property unless Tenant has registered with manager the make, model, color, year, license number, and state of registration of the vehicle to be parked.
- (g) To remove any inoperable or unlicensed vehicle as described above. If not removed by Tenant, these vehicles will be removed from DHA property at Tenant's expense.
- (h) Not to carry out automobile repairs or wash automobiles on DHA property.

19. Notice Procedures

- (a) Tenant Responsibility - Any notice to DHA must be in writing, emailed or delivered to the

⁵ Motor Vehicles, which includes an automobile, or motorcycle per adult listed on the lease is permissible.



Management Office or to DHA's central office personally or sent prepaid first-class mail, properly addressed.

- (b) DHA Responsibility - All notices to Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by Tenant. Notices will also be available in languages required in LEP Procedures.
- (c) 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.
- (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to Tenant or any household member who is at least 16 years of age or older of the Tenant's household, affixing the notice to the inside of the main entry door, or sent by first-class mail.
- (e) Unopened and/or cancelled first class mail returned by the Post Office shall be sufficient evidence of notice, whether signed or unsigned.

20. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by DHA and Tenant:

- (a) Tenant may terminate this Lease at any time by giving 30-days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to DHA before leaving. The security deposit may not be used for the rent or other charges.
- (b) Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting Tenant against family violence from an occupant of the Premises. DHA is prohibited from collecting rent or enforcing this Lease if Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
- (c) Tenant may cancel this Lease and vacate the Premises without liability for further rent if Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
- (d) DHA may terminate this lease only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include, but are not limited to, failure to make payments due under the Lease, or failure to make payments to a utility supplier when the utility connection is in Tenant's name, and/or failure to fulfill Tenant obligations set forth above. A Tenant who submits a late rental payment three times within a twelve-month period will be subject to termination of the lease.
- (e) If, after execution of this Lease DHA becomes aware through a criminal background check or other means that the Tenant or a family/household member has been involved in criminal conduct, in violation of Part 2, Section 12, while under a prior DHA Lease Agreement, this Lease shall be terminated.
- (f) **The Lease may also be terminated if:**
 - 1. **Tenant or any member of the household fails to provide, within 10 days of the change, notification of income changes or family composition or tenant fails to provide complete and accurate information about income, deductions from income, family composition, family circumstances or past criminal activity when requested to do so by DHA;**
 - 2. **Tenant permits an unauthorized occupant to reside in the unit who has not satisfied the screening requirements established by DHA;**
 - 3. **Tenant violates DHA's requirements related to registering visitors;**



4. **Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol;**
 5. **Tenant, household member, tenant's guests, family members or other persons under the control of tenant smoke on DHA property in violation of federal regulations;**
 6. **Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law;**
 7. **There is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or persons residing in the immediate vicinity of the premises; or**
 8. **There is any drug-related criminal activity on or off the premises engaged in by Tenant, any member of the household, a guest, or another person under Tenant's control. DHA will not be required to prove that Tenant knew, or should have known, that the member of the household, guest, or another person under Tenant's control was engaged in the prohibited activity.**
- (g) In deciding to evict for criminal activity, DHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, DHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. DHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- (h) DHA will not evict Tenant for criminal activity when Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, Tenant must remove the abuser from the lease in order to remain in the unit. Nothing in this lease can be construed to limit the authority of Agency to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other Tenants, staff or those providing service to the property.
- (i) This Lease may be terminated or will not be renewed by DHA if non-exempt adult members of the Tenant Family are not in Compliance with the Community Service requirements described in Section 23. This can occur no earlier than the end of the second lease term after Tenant or non-exempt adult members fail to comply with Community Service requirements.
- (j) DHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
- 1) Fourteen (14) days in the case of failure to pay rent;⁶
 - 2) Three (3) days when the health or safety of other Tenants, DHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related or violent criminal activity, or for possession or display of illegal firearms, as described in Section 12(t). A criminal conviction is not needed;
 - 3) Thirty (30) days in any other case.
- (k) The Notice of Lease termination shall state reasons for the termination, shall inform Tenant of the Tenant's right to make such reply as the Tenant may wish, and of Tenant's right to examine Agency documents directly relevant to the termination. In addition, when the DHA is required to offer Tenant an opportunity for a grievance hearing, the notice shall inform Tenant of the right to request such a hearing in accordance with the DHA Grievance Procedure. Notice to Vacate may be combined with or run concurrently with the Notice of Lease Termination.
- (l) When DHA is required to offer Tenant the opportunity for a grievance hearing, and Tenant has

⁶ HUD Nonpayment of Rent Notice PIH 2021-29 extends nonpayment of rent notice to a Thirty (30) day notice.

- made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (m) DHA reserves the right to exclude from the DHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or agents of DHA, or persons residing in the immediate vicinity. DHA also reserves the right to exclude from the DHA Grievance Procedures lease terminations related to any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that Tenant is not entitled to a grievance hearing. HUD has determined that the State of Texas has a judicial system that provides the opportunity for a hearing in a Court that contains the basic elements of due process.
 - (n) Tenant or DHA may give notice of termination on any day of the month.
 - (o) DHA may evict Tenant from the dwelling unit **only** by bringing a court action.
 - (p) If DHA files an eviction action against Tenant, Tenant will be liable for all legal fees including, costs of court, cost of a writ of possession if one is filed, and costs awarded by the Court in a (16, including attorney's fees, after all appeals have been exhausted and all applicable deductions pursuant to that judgment have been made.
 - (q) DHA will only pursue collection from a resident in court for any attorneys' fees or costs when 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 judgement 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 judgement.
 - (r) DHA may continue to accept rent or other sums after the giving of a notice to vacate or the filing a suit for eviction. This acceptance of sums does not waive DHA's right of eviction or any other contractual or statutory right. The accepting of money, at any time, does not waive DHA's right to damages, past rent, future rent, other sums, or to continue with any court proceeding.
 - (s) **This lease shall terminate upon abandonment of the premises by Tenant.** No court action will be required to obtain possession of the premises.
 - (t) DHA will comply with the requirements of applicable City ordinances and HUD regulations that materially affect tenant termination.

21. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease shall be resolved pursuant to the DHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Part 2, Section 17 (m) shall be excluded from the DHA's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, DHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.
- (c) If the Grievance Hearing concludes in a Grievance Hearing Agreement, the resident must abide by the requirements of the agreement. Failure to sign or abide by the Grievance Hearing agreement will result in eviction.
- (d) The DHA President and CEO shall appoint as hearing officers fair and impartial persons knowledgeable of Federal law, HUD regulations and DHA policies who do not work in the Property Management or Intake Departments.
- (e) Grievances that are related to any disability, accessibility, reasonable accommodation, or effective communication by a tenant will be directed to the Disability Rights Coordinator.
- (f) Persons with disabilities may qualify for a reasonable accommodation to stop DHA from pursuing an eviction, if the tenant's disability is related to the reasons for eviction.

22. Notice to Post Office

- (a) When DHA evicts a Tenant or a household member for engaging in any criminal activity, DHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

23. Lease Modifications and Riders

- 4) Any modification of this Lease must be by a written rider to the Lease executed by DHA and the Tenant, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

24. Non-waiver of Rights

The failure of DHA or Tenant to exercise any right or remedy as provided in this Lease shall not affect the right to do so at any later date.

25. Non-Liability

Tenant acknowledges that any security measures provided by DHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. DHA will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. DHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, accidental discharge of a firearm, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. **Tenants are strongly urged to secure renter's insurance to protect against the losses.** If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes Agency to provide the information.

26. Abandonment

- (a) DHA may remove all property that remains in the unit or in the common areas after abandonment by Tenant or after judicial eviction of the Tenant. DHA is not liable for any property removed after Tenant's abandonment of the apartment, DHA does not have an obligation to store abandoned property.
- (b) Tenant shall be deemed to have abandoned the dwelling unit when Tenant has moved out. When DHA questions whether the unit has been abandoned, DHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of Tenant's property has been removed or rent is not paid, DHA will conclude the unit has been abandoned.
- (c) Two (2) days after DHA determines Tenant has abandoned the dwelling unit, DHA may remove all property left in the unit; clean up; make repairs; and re-let the apartment,
- (d) Abandonment of the Premises will be treated as a termination by the Tenant under Part 2, Section 19 of this Lease.

27. Community Service Requirements/Economic Self-Sufficiency Programs

- (a) HUD's Community Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within his/her community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.
- (b) If Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs during DHA's annual review, DHA reserves the right to not renew or extend Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate



the tenancy of the household. DHA may not terminate the tenancy of a family within the term of the 12-month lease for noncompliance with the Community Service requirements and Economic Self-Sufficiency programs and DHA must not reduce a lease term as a result of noncompliance. Noncompliance is grounds for non-renewal of the lease and termination of the tenancy only at the need of the 12-month lease period.

- (c) Based on consideration of Tenant's efforts to comply with this Section, the DHA reserves the right to enter into a written agreement with Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

28. Special Provisions related to occupancy of scattered site single family homes.

- (a.) Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding and trimming the grounds and shrubbery.
- (b.) Tenants who desire to install ceiling fans must obtain written approval from DHA prior to installation. Any ceiling fans installed shall become a part of the premises and the property of DHA upon termination of the lease.
- (c.) Tenant will be charged the actual cost of repairing and/or replacing dishwashers damaged as the result of activity other than normal wear and tear.
- (d.) Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.

29. Special Provisions related to occupancy of Low Income Housing Tax Credit Developments

The Premises is located in a housing development that has been financed, at least in part, with Low-Income Housing Tax Credits. The Tenant understands that the dwelling unit is available to Tenant only because of assistance payments made by HUD (the "Assistance Payments") that allow the Premises to be offered to Tenant at a rent level that is less than the market (unsubsidized) rent that would otherwise be due on the Premises. If such assistance payments terminate or are substantially reduced, and there is a default under any agreement, letter of credit or other instrument providing other funds as a substitute for assistance payments, then Tenant agrees that DHA shall have the right not to renew this Lease or to terminate this Lease at the end of its current term and either

- (a.) relocate Tenant to any other available appropriately sized dwelling unit in the inventory of DHA; or arrange for DHA to provide Tenant a rental voucher under Section 8 of the United States Housing Act of 1937, as amended, if a voucher is then available, to be used by Tenant to obtain another dwelling unit. DHA will make a good faith effort to transfer Tenant within the same neighborhood. Tenant will be given ninety (90) calendar days written notice of the availability of a suitably sized unit prior to being required to move. Tenant's response to the written notice that a transfer will be required because of reduction or elimination of assistance payments must be received by DHA within ten (10) calendar days of the date of the notice and must state Tenant's willingness to move to an appropriately sized dwelling unit within thirty (30) days. Reasonable costs associated with the move will be the responsibility of DHA.

30. Reasonable Accommodations

- (a) DHA has a legal obligation to provide 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;
 - 3. To avoid discrimination against an Individual with a Disability
- (b) 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.



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.

31. Severability Clause

If any provision of this agreement or the application thereof is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this agreement. Instead, the invalid or unenforceable provision shall be deemed severed from this agreement, and this agreement shall be enforced as if the agreement did not contain the invalid or unenforceable provision.

DALLAS HOUSING AUTHORITY

House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. School Truancy - Every year by June 15, the Head-of-Household must produce an original report card for every school-aged child in the household. More than five percent of days missed per year may result in eviction. Additionally, DHA will cooperate with DISD to reduce and prevent truancy by resident children and to prevent non-residents from using DHA addresses to register children for school.
2. Housekeeping - Tenant must meet the Dallas Housing Authority (DHA) Housekeeping requirements to avoid eviction.
3. Loitering - Loitering is strictly prohibited. Neither Tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.
4. Curfew - City of Dallas has a curfew 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday. The city curfew will be enforced. The Head-of-Household is responsible for compliance with the City of Dallas Curfew Ordinance by all minors in the household.
5. Judgments - In the event the DHA Management Staff obtains a judgment against the Head-of-Household for non-payment of rent, the DHA Management Staff will immediately pursue possession of the premises.
6. Violence - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
7. Cold Weather - To avoid cold weather problems, the Tenant must never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants are required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.
8. Reporting Maintenance Needs- It is the responsibility of all Tenants to report any damages or necessary repairs to Management or in Rent Cafe, failure to do so may result in eviction.

Some examples of charges Tenants could possibly incur due to negligence or damage to DHA property include:

- (a.) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, or jammed garbage disposal;
- (b.) Damaged to the water sprinkler system or landscaping caused by the Tenant, Family member, or guest; or
- (c.) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.

Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Work Order Center. The call will be answered and maintenance personnel will be dispatched within a reasonable time depending on the nature of the emergency.



- Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the maintenance provided, including overtime rates if applicable.
9. Listed below are examples of items that are considered to be emergencies.
 - (a.) Fire damage;
 - (b.) apartment doors that will not lock or unlock;
 - (c.) flooding,
 - (d.) electrical problems;
 - (e.) sewer back-up;
 - (f.) broken windows;
 - (g.) Tenant lockout;
 - (h.) gas leaks;
 - (i.) no heat when the inside temperature falls below 60 degrees Fahrenheit from November 16th through March 15;
 - (j.) if door and window screens are not provided, no air conditioning or air conditioning that is not capable or maintaining a maximum inside temperature that is 15 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer from April 1 through November 1;
 - (k.) damage due to unlawful intrusion.
 10. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
 11. Air Conditioning - Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. The grill where the filter is located must be accessible at all times.
 12. Smoke Detectors - The Tenant must not disable the smoke detector or carbon monoxide detectors by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a "Special Management Service Fee" for replacing removed batteries for damaged smoke detectors. **Damage by Tenant to smoke detectors is a serious lease violation and may subject Tenant to Lease termination.**
 13. Key and Locks - The Tenant will be issued two apartment keys and one mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. Gate cards at high rises will be replaced for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household, as identified on the lease for a fee. All such persons will be required to provide picture identification to verify that the person seeking access is the Head-of-Household.
 14. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting.
 15. Maintenance Inspections - Regularly scheduled Preventative Maintenance inspections are conducted on a quarterly basis. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections.
 16. Telephone Wiring – Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by DHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.



17. Insurance - DHA Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.
18. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment and porch, yard, or stoop, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.
 - (a.) All items left unattended in the common areas may be removed and disposed of by Dallas Housing Authority or designated personnel without notification to Tenant.
 - (b.) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
 - (c.) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
 - (d.) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at any time.
 - (e.) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.
 - (f.) Open containers of alcoholic beverages are strictly prohibited in all common areas.
 - (g.) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
 - (h.) All activities in the common areas by any person 12-years of age or under, must be supervised by a parent or legal guardian at all times.
19. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, passages and stairways are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by DHA Management or designated personnel without notice.
20. Patios and Balconies:
 - (a.) Keep your sliding door and windows closed and locked during your absence to protect against damage from rain.
 - (b.) Keep patios and balconies free of old furniture, clothing, and trash.
 - (c.) Clotheslines are not permitted unless installed by DHA.
 - (d.) Do not leave trash at your door.
 - (e.) No radio or television aerials, dishes or wires shall be erected or attached on any part of the premises without prior written permission from DHA.
 - (f.) Only outdoor furniture in good condition is permitted on patios and balconies.
 - (g.) Bird feeders are not allowed on patios, balconies or terraces.
 - (h.) Flower boxes must hang on the inside of balcony rails only.
 - (i.) Tenants shall strictly comply with DHA rules and City of Dallas Fire Code requirements and other applicable code and standards. Open flame cooking and heating devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks or within 10 feet of combustible construction / materials. Use or storage of barbecue grills on porches or covered balconies, inside unit and / or within 10 feet of the DHA structure is strictly prohibited. Failure to comply is a serious lease violation that will result in a lease termination
21. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems. Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning incorrectly disposed trash on property.
22. Parking and Vehicles –
 - (a.) Parking may be assigned or unassigned, depending on the number of spaces at the property.
 - (b.) The Tenant is required to obtain parking stickers from the management office yearly.
 - (c.) Vehicles must be headed into the curb and parked within marked lines.
 - (d.) Cars without current inspection / registration stickers and/or license plates are not permitted on DHA property and will be towed at owners' expense.



- (e.) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
 - (f.) Mini-bikes, go-carts, or other unlicensed, self-propelled vehicles are prohibited on DHA property.
 - (g.) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside of apartment.
 - (h.) The Tenant must not park in designated fire lanes, or block trash receptacles.
 - (i.) All abandoned and/or inoperable vehicles will be towed at owners' expense 24 hours after DHA Management notes such offense.
 - (j.) Car Washing and Repairs - Washing and repair of vehicles is prohibited on DHA property.
 - (k.) Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning chemicals, debris, or property damages resulting from washing, repair or maintenance of vehicles.
23. Noise - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m.
24. Extermination – Tenant shall prepare tenant's unit as instructed for extermination when notified in writing by Manager or third-party servicer that an extermination is scheduled. Failure to prepare the unit for extermination, deny treatment or allow access to the unit is a serious lease violation. If any member of the Tenant's household is verified through DHA's reasonable accommodation process to be allergic to extermination chemicals, DHA will arrange for alternative forms of extermination. bedbugs.
- 25. Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy.**

Please stress the importance of these House Rules to all Members of the Household.

EXECUTION AND CERTIFICATION

By signature below, Tenant and Household Members agrees to the Terms and Conditions of Parts I and II of this Lease Agreement, including the attached House Rules and Attachments indicated below to the Lease. By the signature, below, Tenant also acknowledges that the Terms and Conditions of this Lease Agreement (Part I and II), House Rules and Attachments indicated below have been received and thoroughly explained.

Tenant hereby certifies that Tenant has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to DHA before execution of the Lease or before DHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to DHA before and during the Lease term is true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, Tenant understands that the Lease may be terminated or the rent retroactively increased.



ATTACHMENTS TO THE LEASE:

If indicated by an (X) below, DHA has provided Tenant with the following attachments and information:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Terms and Conditions of the Lease | <input checked="" type="checkbox"/> Housekeeping Standards Addendum |
| <input checked="" type="checkbox"/> DHA Pet Addendum (if applicable) | <input checked="" type="checkbox"/> Extended Absence Addendum |
| <input checked="" type="checkbox"/> DHA Lease Addendum on Reasonable Accommodation Animals (if applicable) | |
| <input checked="" type="checkbox"/> DHA Grievance Policy | <input checked="" type="checkbox"/> VAWA Addendum and Attachments |
| <input checked="" type="checkbox"/> Information on Lead Poisoning, if applicable | <input checked="" type="checkbox"/> Hardship Exemption |
| <input checked="" type="checkbox"/> RRA Rights and Notice Form | <input checked="" type="checkbox"/> Move Out Notice |
| <input checked="" type="checkbox"/> Mold Information and Prevention Addendum | <input checked="" type="checkbox"/> Third-Party Utility Form |
| <input checked="" type="checkbox"/> Maintenance Charges | <input checked="" type="checkbox"/> Importance of Renter's Insurance |
| <input checked="" type="checkbox"/> Smoke Detector & Fire Extinguisher Certificate | <input checked="" type="checkbox"/> No Smoking Addendum |
| <input checked="" type="checkbox"/> Community Service Requirements | <input checked="" type="checkbox"/> Crime Prevention Addendum |
| <input checked="" type="checkbox"/> Bed Bug Addendum | <input type="checkbox"/> Notice of dwelling located in or near flood plain (if applicable) |

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

Tenant (Authorized Head of Household)	Date
Spouse or Co-head of Household (if applicable)	Date
Other Adult Family member (if applicable)	Date
Other Adult Family member (if applicable)	Date
Other Adult Family member (if applicable)	Date
Other Adult Family member (if applicable)	Date
Property Manager	Date



PET OWNERSHIP ADDENDUM

A. EXEMPTIONS

These rules do not apply to assistance animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, DHA may require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability.
2. Verification that the animal is needed by a person with a disability because of the person's disability;
 - Verification that the animal owned by the individual with a disability will meet the need identified.
 - Verification that someone in the household can care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
 - Verification that the animal is current on any required inoculations and that the animal, if a cat or dog, has been neutered or spayed.

B. PET RULES

The following rules shall apply for the keeping of pets by Residents living in the units operated by DHA.

1. "Common household pets" as authorized by this policy means domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. At any one time, each resident family will be allowed to house only one (1) warm blooded animal, one 20 gallon fish tank or one cage with up to 2 birds.
3. Visiting guests with pets (other than assistance animals to assist visitors with disabilities) will not be allowed, including pet sitting. Residents will be responsible for visiting guests with pets, and the actions of those pets.
4. Each resident family will register their pets with DHA BEFORE they are brought onto DHA premises and will update the registration annually at the re-examination of family income. The registration will include: (Appendix 1)
 - a) A photo of the pet and information sufficient to identify the pet and to demonstrate that it is a common household pet.

- b) A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law and, in the case of cats and dogs, that they have been neutered or spayed.
 - c) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - d) A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)
5. DHA may refuse to register a pet if:
- a) The pet is not a common household pet as stated above.
 - b) The keeping of the pet would violate any applicable house pet rule.
 - c) The pet owner fails to provide complete pet registration information.
 - d) The pet owner fails annually to update the pet registration.
6. DHA reasonably determines, based on the pet owner's habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations.
7. Financial ability to care for the pet will not be a reason for DHA to refuse to register a pet.
8. DHA will notify the pet owner if DHA refuses to register a pet. The notice will:
- a) State the reasons for refusing to register the pet.
 - b) Be served on the pet owner in accordance with procedure outlined in paragraph C1 of this policy; and
 - c) Be combined with a notice of a pet rule violation if appropriate.
9. Cats, dogs and all other animals shall be limited to small breeds where total weight shall not exceed twenty-five (25) pounds and total height shall not exceed eighteen (18) inches. The size limit does not apply to assistance animals.
10. No pit bulls, Dobermans, rottweilers, chows, German Shepherd, or any other known fighter breed will be allowed on the premises. (Note: this does not apply to assistance animals but is subject to City/County Animal Control regulations.)
11. In public housing properties, a nonrefundable fee of \$100.00 per bedroom in the pet owner's unit shall be made to DHA. Such fee will be a one-time fee (one per pet or in the

case of birds, one fee covers up to 2 birds; fish tanks up to 20 gallon capacity will be considered as one pet) and shall be used to help cover cost of damages to the unit caused by the pet. This fee does not apply to assistive animals for persons with disabilities.

13. All pets shall be quartered inside the Resident's unit and not be left outside unless accompanied by a resident.
14. Dogs and cats shall be kept on a leash or in a crate and at all times be controlled by a responsible individual when taken outside.
15. Dogs and cats shall be allowed ONLY on the pet owner's lawn and pet owner shall clean up after pet each time the animal eliminates.
 - a. No dog houses will be allowed on the premises.
 - b. Any applicable City Ordinances concerning pets will be complied with.
16. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner and other occupants of DHA in accordance with paragraph C3 below.
 - a. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
 - b. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
 - c. Residents will not feed or water stray or wild animals.
 - d. Pets will not be allowed to be kept on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
 - e. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3): When DHA determines based on objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, DHA will serve notice.

1. The notice will be delivered:

- a. By letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address.
- b. In person, to any person age 16 or older answering the door at the Resident's leased

dwelling unit, or

- c. If no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the inside of the front entry door.

2. The notice must contain:

- a. a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
- b. a statement that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.
- c. a statement that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
- d. a statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.
- e. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.

D. PET RULE VIOLATION MEETING:

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

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

E. NOTICE OF PET REMOVAL:

If the pet owner and DHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if DHA determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph D above, DHA will

serve the owner with a notice requiring the pet owner to remove the pet. This notice must:

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

F. INITIATION OF PROCEDURE TO TERMINATE PET OWNER'S RESIDENCY:

DHA will not initiate procedure to terminate a pet owner's residency based on a pet rule violation unless:

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

G. PROTECTION OF THE PET:

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

1. Contact the responsible party or parties listed on the registration form and ask that they assume responsibility for the pet.
2. If the responsible party or parties are unwilling or unable to care for the pet or cannot be reached despite reasonable efforts, contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request removal of the pet.
3. If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances, enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charge to the pet owner. If the pet owner is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

NUISANCE OR THREAT TO HEALTH OR SAFETY:

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

APPLICATION OF RULES:

Pet owner will be responsible and liable for all bodily harm to other residents or individuals; and destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.

All pet rules apply to resident and/or resident's guests.

Appendix 1 Pet Agreement

Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.

Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in DHA's Pet Policy or this Agreement.

Public Housing Pet Fee: The Pet Fee will be \$100 per bedroom in your unit. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)

If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.

This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.

Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

Description of Pet. You may keep only one pet as described below. Any pet may not exceed 18 inches in height and 25 pounds in weight. Fish tanks are limited to 20 gallon capacity. You may not substitute other pets for this one without amending this agreement.

Pet's Name: _____ Type: Dog ____ Cat ____
Breed _____ Color _____ Weight _____ Age _____
Housebroken? ____ Yes ____ No City of License _____ License No. _____
Date of last Rabies shot _____
Other Pet (please specify) _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____

Address _____

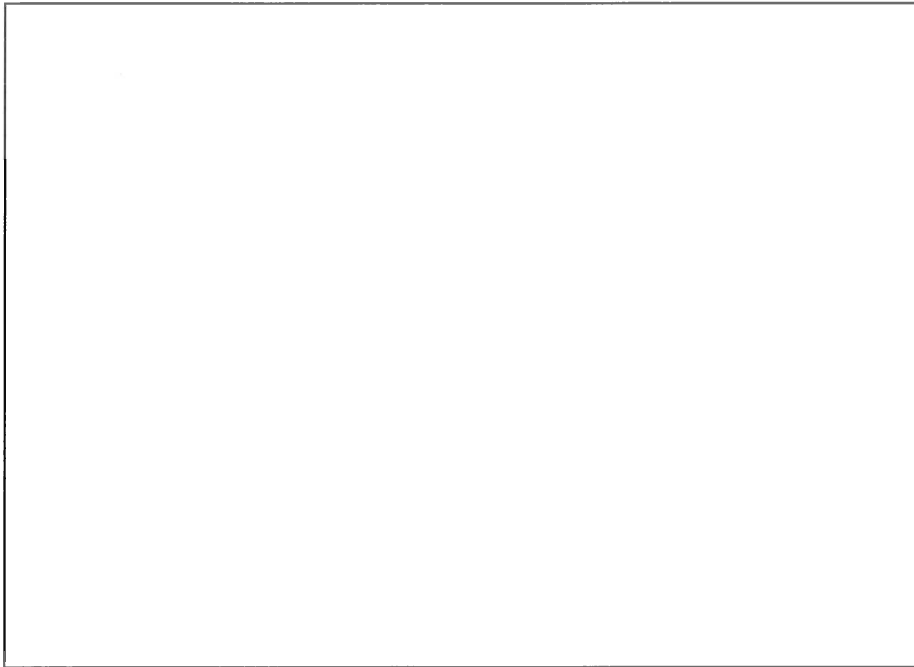
Phone _____

Appendix 2
Pet Policy Certification Attach Photo

By _____

Title

DHA Representative



Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in DHA Pet Policy and in this Pet Agreement.

Appendix 3
Pet Policy Rules Violation Notice

DATE:

TIME: (IF DELIVERED)

A.M. / P.M.

TO:

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

This notice hereby informs you of the following rules violation:

Factual basis for determination of violation: _____

As the pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As the pet owner you are entitled to be accompanied by another person of your choice at the meeting. Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Property Manager

APPROVED REASONABLE ACCOMMODATION ANIMAL ADDENDUM

A. APPLICABILITY

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Fair Housing Act and Section 504. DHA may deny a request for a reasonable accommodation ("RRA") for specific animals when 1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or 2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

There are two types of assistance animals: 1) Service Animals, and 2) other trained or untrained animals that do work perform tasks, provide assistance and /or provide therapeutic emotional support for individuals with disabilities.

These rules apply to assistance animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, DHA may require documentation from a qualified 3rd party with respect to:

1. Verification that the person making the request is a person with a disability.
2. Verification that the animal is needed by a person with a disability because of the person's disability;
 - Verification that the animal owned by the individual with a disability will meet the need identified.
 - Verification that someone in the household can care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
 - Verification that the animal is current on any required inoculations and that the animal, if a cat or dog, has been neutered or spayed.
 - When considering requests for assistance animals, DHA may not approve a request if it would impose an undue financial burden or fundamentally alter the program. The request may also be denied if the specific animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or the if the specific animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

B. ANIMAL RULES

The following rules shall apply for the keeping of animals by Residents living in the units operated by DHA.

1. HUD guidance, and this Policy, allows for "Common household animals" such as a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes. For purposes of this Policy, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

2. Visiting guests with animals (other than assistance animals to assist visitors with disabilities) will not be allowed. Residents will be responsible for visiting guests with animals, and the actions of those animals. Pet sitting is not allowed.

3. Each resident family will register their animal/s with DHA BEFORE they are brought onto DHA premises and will update the registration annually at the re-examination of family income. The registration will include: (Appendix 1)

- a) A photo of the animal and information sufficient to identify the animal and to demonstrate that it is a common household animal.
- b) A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the animal has received all inoculations required by applicable State and Local Law and, in the case of cats and dogs, that they have been neutered or spayed.
- c) The name, address, and telephone number of one or more responsible parties who will serve as an emergency contact for care for the animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the animal.
- d) A statement indicating that the animal owner has read the animal rules and agrees to comply with them; (Appendix 2)

4. DHA may refuse to register an animal if:

- a) The animal is not a common household animal as stated above.
- b) The keeping of the animal would violate any applicable house animal rule.
- c) The animal owner fails to provide complete animal registration information.
- d) The animal owner fails annually to update the animal registration.

5. DHA reasonably determines, based on the animal owner's habits and practices and the animal's temperament, that the animal owner will be unable to keep the animal in compliance with the animal rules and other legal obligations.

6. Financial ability to care for the animal will not be a reason for DHA to refuse to register an

animal.

7. DHA will notify the animal owner if DHA refuses to register an animal. The notice will:

- a) State the reasons for refusing to register the animal.
- b) Be served on the animal owner in accordance with procedure outlined in paragraph C1 of this policy; and
- c) Be combined with a notice of an animal rule violation if appropriate.

8. Dogs and cats shall be kept on a leash or in a crate and at all times be controlled by a responsible individual when taken outside. All other animals will not be left outside unless accompanied by a resident

9. Dogs and cats shall be allowed ONLY on the animal owner's lawn and/or designated pet area, and animal owner shall clean up after animal each time the animal eliminates.

- a. No dog houses will be allowed on the premises.
- b. Any applicable City Ordinances concerning animals will be complied with.

10. Animals shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the animal owner and other occupants of DHA. Notice of the need to remove the animals will be served by providing a 72 hour written notice.

- a. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
- b. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
- c. Animals will not be allowed to be kept on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
- d. Each resident family will be responsible for the noise or odor caused by their animal; in severe instances, the animal may be subject to removal after providing written notice.

C. ANIMAL VIOLATION PROCEDURE

NOTICE OF ANIMAL RULE VIOLATION (Appendix 3): When DHA determines based on objective facts supported by written statements or other evidence, that an animal owner has violated one or more of these rules governing the owning or keeping of animals, DHA will serve notice.

1. The notice will be delivered:

- a) By letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address.
- b) In person to any person age 16 or older answering the door at the Resident's leased dwelling unit, or
- c) If no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the inside of the front entry door.

2. The notice must contain:

- a) a brief statement of the factual basis for the determination and the animal rule or rules alleged to be violated.
- b) a statement that the animal owner has twenty-four (24) hours days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the animal) or to make a written request for a meeting to discuss the violation.
- c) a statement that the animal owner is entitled to be accompanied by another person of his or her choice at the meeting.
- d) a statement that the animal owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the animal owner's lease.
- e) a timeframe of when the animal must be removed from the property, if applicable. For animals that pose a direct threat to persons or property, there will be a maximum of 72 hours to remove the animal. Non-threatening behavior will be allowed a 30 day notice to remove the animal.
- f) the effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.
- g) a notice of a right to a grievance hearing.

D. ANIMAL RULE VIOLATION INFORMAL CONFERENCE:

If the animal owner makes a timely request for a meeting to discuss an alleged animal rule violation, DHA shall establish a mutually agreeable time and place for the meeting to be held within three (3) business days from the effective date of service of the notice of animal rule violation (unless DHA agrees to a later date).

1. DHA and the animal owner shall discuss any alleged animal rule violation and attempt to correct it and reach an agreeable understanding.

2. DHA may, because of the meeting, give the animal owner additional time to correct the violation.
3. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the animal owner and one copy placed in DHA's Resident file.

E. NOTICE OF ANIMAL REMOVAL:

If the animal owner and DHA are unable to resolve the animal rule violation, or if DHA determines that the animal owner has failed to correct the animal rule violation within any additional time provided for this purpose under paragraph D above, DHA will serve the owner with a notice requiring the animal owner to remove the animal. This notice must:

1. Contain a brief statement of the factual basis for the determination and the animal rule or rules that have been violated.
2. State that the animal owner must remove the animal within seventy-two (72) hours of the effective date of service of notice of animal removal.
3. State that the failure to remove the animal may result in initiation of procedures to terminate the animal owner's residency.
4. During the 72 hours, you may request an expedited grievance hearing.

F. INITIATION OF PROCEDURE TO TERMINATE ANIMAL OWNER'S RESIDENCY:

DHA will not initiate procedure to terminate an animal owner's residency based on an animal rule violation unless:

1. The animal owner has failed to remove the animal or correct the animal rule violation within the applicable time specified in paragraph D above.
2. The animal rule violation is sufficient to begin procedures to terminate the animal owner's residency under the terms of the lease and application regulations.
3. Provisions of Resident's Lease, Section "Termination of Lease" will apply in all cases.

G. PROTECTION OF THE ANIMAL:

If the health or safety of an animal is threatened by the death or incapacity of the animal owner, or by other factors, including negligent behavior on the part of the owner, that render the animal owner unable to care for the animal, DHA may do one of the following:

1. Contact the responsible party or parties listed on the registration form and ask that

they assume responsibility for the animal.

2. If the responsible party or parties are unwilling or unable to care for the animal or cannot be reached despite reasonable efforts, contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request removal of the animal.
3. If there is no State or local authority (or designated agent of such an authority) authorized to remove an animal under these circumstances, enter the animal owner's unit, remove the animal, and place the animal in a facility that will provide care and shelter until the animal owner or a representative of the animal owner is able to assume responsibility for the animal, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the animal owner.

NUISANCE OR THREAT TO HEALTH OR SAFETY:

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

APPLICATION OF RULES:

Animal owner assumes all responsibility and liability for all bodily harm to other residents, other individuals and/or other animals; and destruction of property belonging to others caused by owner's animal will be the financial obligation of the animal owner.

All animal rules apply to resident and/or resident's guests.

Appendix 1
RRA Animal Agreement – to be completed for each animal

Management considers the keeping of animals a serious responsibility. If you do not properly control and care for an animal, you will be held liable if it causes any damages or disturbs other residents, other individuals and/or other animals

Conditional Authorization for Animal. You may keep the animal that is described below in the apartment until your lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your animal, your guests or any member of your household violate any of the rules contained in DHA's Animal Policy or this Agreement.

If, at any time in the future, this animal is replaced by another animal, the new animal must be registered by DHA BEFORE occupying the unit.

Liability Not Limited. Although there is no fee or deposit required for an approved reasonable accommodation animal, this RRA Animal Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

Description of Animal. **For each animal registered, there will be a separate RRA Animal Agreement for each.** You may not substitute other animals for this one without amending this agreement.

Dog or Cat Animal's Name: _____ Type: Dog _____ Cat _____

Breed _____ Color _____ Weight _____ Age _____

Housebroken? ___ Yes ___ No City of License _____

License No. _____

Date of last Rabies shot _____

Other Animal (please specify) _____

Emergency Contact: Name, address and phone number of person able to care for animal in case of resident's permanent or temporary inability to care for animals

Name _____

Address _____

Phone _____

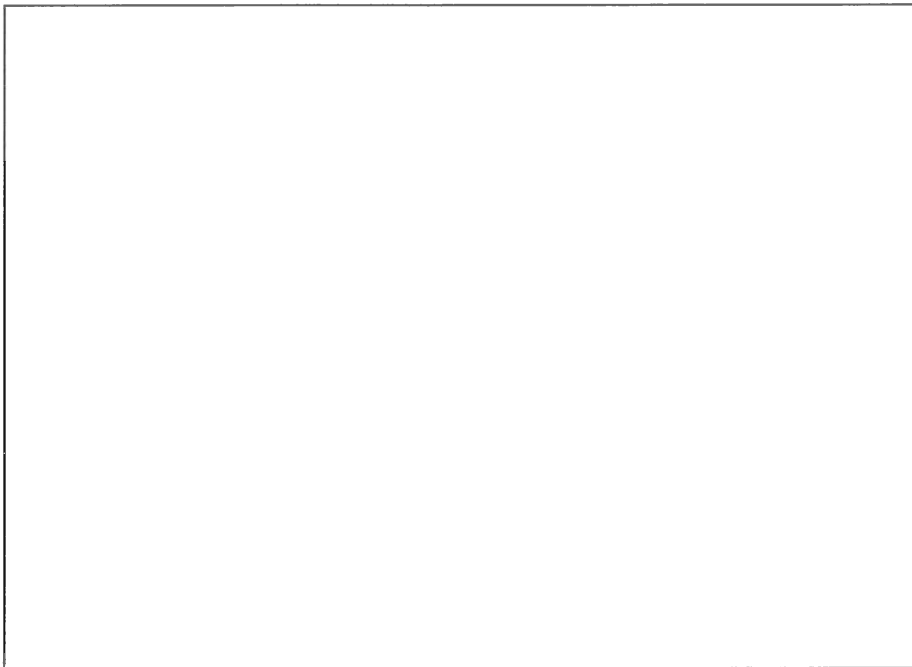
Appendix 2

Animal Policy Certification Attach Photo – to be completed for each animal

By _____

Title

DHA Representative



Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in DHA Animal Policy and in this Animal Agreement.

Appendix 3
Animal Policy Rules Violation Notice

DATE:

TIME: (IF DELIVERED)

A.M. / P.M.

TO:

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

This notice hereby informs you of the following rules violation:

Factual basis for determination of violation: _____

As the animal owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As the animal owner you are entitled to be accompanied by another person of your choice at the meeting. Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director



RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Adopted February 23, 2022

Abstract

DHA is committed to providing residents with a fair hearing to their grievances.

DHA, Housing Solutions for North Texas

RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Section I. General

DHA is committed to providing residents with an opportunity to have their grievance heard as an administrative remedy, authorized by HUD, to provide adequate due process regarding adverse actions or failures to act that affect public housing applicants or tenants. The Resident Administrative Grievance Procedure ("Grievance Procedure") consists of definite procedures to instruct DHA staff in implementing this policy. This policy is applicable to disputes an applicant or tenant may have with respect to an action or failure to act, in accordance with the individual tenant's lease or DHA's policy or procedures which adversely affect the individual tenant's rights, duties, welfare, or status.

DHA is committed to ensuring that its' grievance procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, and do not otherwise discriminate against individuals with disabilities, on the basis of disability. Therefore, if an individual with a disability requires¹ a reasonable accommodation such as an accessible feature or modification to a DHA rule, policy, practice, procedure, or property, DHA will provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial or administrative burden². In such a case, DHA will work to identify an acceptable other reasonable accommodation that would not result in a financial or administrative burden.

DHA will diligently take the appropriate steps so that grievance hearings conducted by DHA, including those related to a lease termination, provides effective communication with individuals with disabilities, in accordance with Section 504, the ADA, and applicable regulations.

DHA will post a copy of this Policy at DHA Services HQ, located in 3939 N. Hampton Road, as well as on DHA's Intranet. In addition, individuals may obtain a copy of this policy and its corresponding procedures, upon request, from DHA's Disability Rights Coordinator, located in the Department of Compliance and Training.

Section II. Reasonable Accommodations

Pursuant to DHA Policy, upon request, review and approval, DHA will provide reasonable accommodations for persons with disabilities throughout the Resident Administrative Grievance process. This includes, but is not limited to:

- a. Providing reasonable accommodation for persons with disabilities to participate in the grievance hearing and to engage in the informal settlement process;;

¹ A nexus must exist between the requested accommodation and the individual's disability.

- b. Providing or allowing qualified sign language interpreters, readers, accessible locations, or attendants. All notifications and communications will provide effective communication for persons with disabilities;
- c. Providing appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as requested, e.g., Braille, audio, large-print, optical readers on computers available for viewing, assistive listening device systems, and sign language interpreters. There may be other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.; and
- d. Providing, at its' expense, auxiliary aids and services for effective communication with complainants during the grievance process. An individual with a disability may request a specific type of auxiliary aid or service as his or her preferred method of communication. DHA will also take reasonable steps to ensure meaningful access to its programs and activities to individuals with limited English proficiency (LEP).

Section III. Annual Review

DHA's Disability Right's Coordinator along with the Office of General Counsel shall review DHA's Resident Administrative Grievance Hearing Procedure annually, and provide a report to the CEO and COO of suggested changes, updates, and new policies every March to ensure annual compliance with the Legal Authority as described in Section V of this Policy.

At a minimum, the Disability Right's Coordinator shall review DHA's Resident Administrative Grievance Procedure to ensure the following are implemented according to the Legal Authority as described in Section V:

- a. Ensuring that a tenant with a disability has equally effective opportunity to refute evidence presented by Respondent;
- b. Ensuring that a tenant with a disability has an equally effective opportunity to confront and cross-examine witnesses;
- c. Ensuring that a tenant with a disability has an equally effective opportunity to present any affirmative legal or equitable defenses, witness testimony, and documentary evidence; and
- d. Ensuring that a tenant with a disability is aware of the availability of auxiliary aids and services to aid as required by II, d.

Section IV. Resident Administrative Grievance Process.

DHA will implement the following policies, at a minimum, to ensure DHA's Resident Administrative Grievance Procedures are in compliance with Federal, state and local laws, including civil rights laws and regulations:

- a. Provide the opportunity for a prompt hearing of the grievance;

- b. Upon prior written notice and/or request from either party, provide for the recording of the grievance hearing;
- c. Provide the tenant the opportunity to present his or her case first during the grievance hearing; and
- d. Provide a written decision after the hearing that explains the violated lease provision(s), information obtained during the hearing that the hearing officer or hearing panel relied on to make the decision, the decision of the hearing officer or hearing panel, and any appeals rights or procedures available to the resident.,

Section V. Legal Authority

DHA is subject to Federal civil rights laws and regulations. This policy is based on the following statues or regulations:

- a. 24 C.F.R. Part 966
- b. Section 504 of the Rehabilitation Act of 1973;
- c. Title II of the Americans with Disabilities Act of 1990 (ADA);
- d. The Fair Housing Act of 1968, as amended (Fair Housing Act);
- e. The respective implementing regulations for each Act;
- f. Dallas City Code Ordinance 20A; and

Texas Fair Housing Act - Chapter 301 of the Texas Property Code.

Disclosure of Information on Lead-Based Paint and /or Lead-Based Paint Hazards

Lead Warning Statement

Housing Built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- a. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - i. _____ Known lead-based paint and/or lead-based paint hazards are present in housing (explain).
 - ii. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to the lessor (check (i) or (ii) below):
 - i. _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - ii. _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Tenant's initials)

- c. _____ Lessee has received copies of all information listed above.
- d. _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (Landlord's initials)

- e. _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor's Signature

Date

Lessee's Signature

Date



Simple Steps To Protect Your Family From Lead Hazards

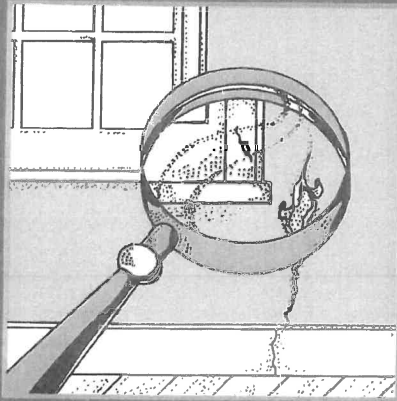
If you think your home has high
levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

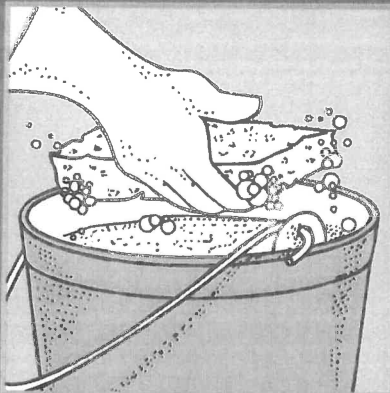
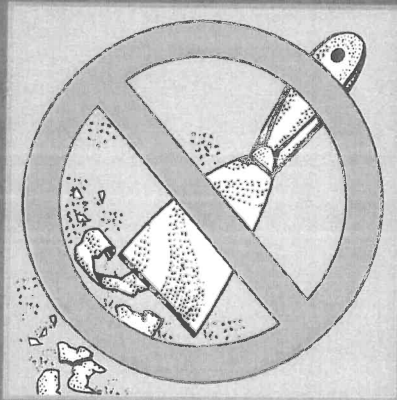


Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

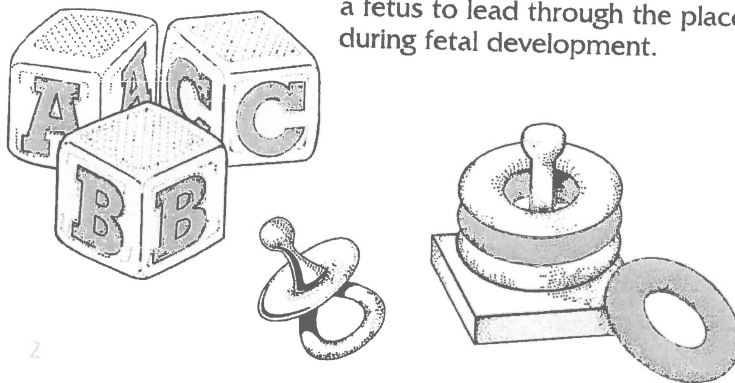
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

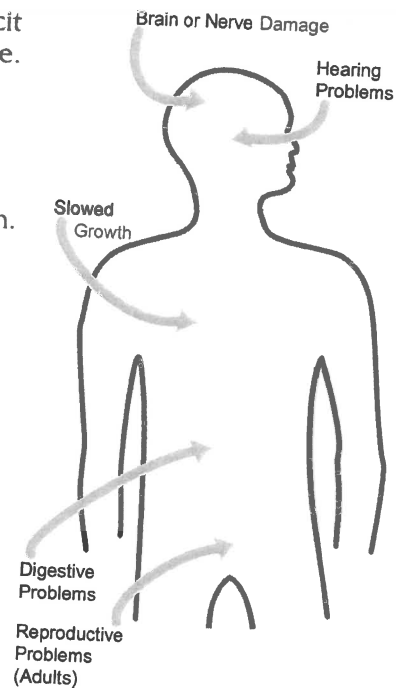
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

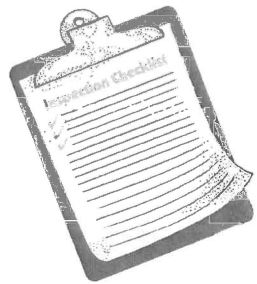
- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

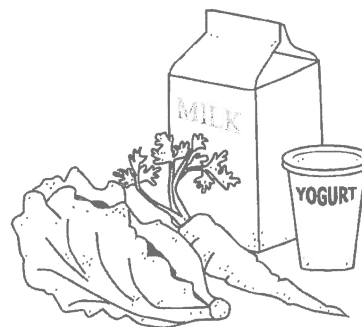
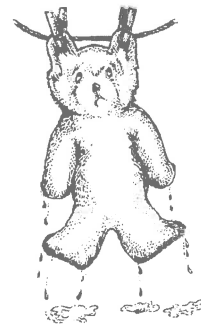
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

REASONABLE ACCOMMODATION NOTICE OF RIGHTS FOR APPLICANT AND/OR TENANT REQUEST

REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION

Under the Fair Housing Act, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service.

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, and upon Applicant and/or Tenant request, DHA will make reasonable accommodations or modifications for individuals with verified, known or obvious disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden.

DHA is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

- (1) All applicants/residents are provided with a Reasonable Accommodation/Modification Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. A resident or applicant may submit the request in writing, orally, online or use another equally effective means of communication to request an accommodation or modification.
- (2) DHA will provide an initial reply to requests as promptly as possible, but no more than fourteen (14) business days from the receipt of the request unless DHA explains the delay. DHA's response may include, but is not limited to:
 - i. Approval
 - ii. Denial
 - iii. Request for Additional Information or Verification of Need
- (3) DHA will consent to or deny the request as promptly as possible. Unless DHA explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than fourteen (14) business days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format. Exceptions to the fourteen (14) day period for notification of DHA's decision on the request will be provided to the resident setting forth the reasons for the delay.

- (4) In the event a reasonable accommodation request would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden, DHA will offer an alternative solution that would not result in a financial or administrative burden.
- (5) If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within fourteen (14) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

(Print Tenant's Name)

(Tenant's Signature)

(Date)

The Violence Against Women Act (“VAWA”) protects some victims of: domestic violence; dating violence; sexual assault; or stalking, from termination and eviction on the basis of the violence perpetrated by their abusers. If you are a victim, you have the right to certify as a victim by providing such documentation to DHA. Under VAWA, you have the right to request an emergency transfer. All requests will be reviewed but are not guaranteed to be approved.

Sign language interpreters and TTY are available with 72 hours advance notice. Families with disabilities requesting interpreters or other auxiliary aid accommodations may call DHA’s Disability Rights Coordinator at 469-965-1961, or email 504ADA@dhantx.com to schedule interpreters. The family may also contact DHA’s Disability Rights Coordinator for any other disability-related needs at DHA’s main office located at 3939 North Hampton Road, Dallas, Texas 75212.

MOLD INFORMATION AND PREVENTION ADDENDUM

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # _____ at _____

_____ (name of apartments)
or other dwelling located at _____

_____ (street address of house, duplex, etc.)
City/State/Zip where dwelling is located: _____

2. **About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

3. **Preventing Mold Begins with You.** To minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.

Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It's also good practice to open

windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.

- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state

law and the Lease Contract to repair or remedy the situation as necessary.

4. **Avoiding Moisture Buildup.** To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling.

Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks;
- washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;
- leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

5. **Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, Formica laminate, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

6. **Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.



MOLD INFORMATION AND PREVENTION ADDENDUM

7. Compliance. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold

growth. If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

We can't fix problems in your dwelling unless we know about them.

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(sign below)*

(Name of Resident) Date signed

(Name of Owner's Rep) Date signed

(Name of Resident) Date signed



Dallas Housing Authority Maintenance Tenant Damage Fee Schedule Effective Date - January 1, 2017
Revised 09.26.2017

Code	Description	Fee Rate
LOCK-OUT SERVICE AND TRASH REMOVAL		
Lock1	Lock Service (Open Door) First Lock Out 8 A.M. - 5 P.M. Monday - Friday	\$ 15.00
Lock2	Lock Service (Open Door) Second Or More Lock Outs 8 A.M. - 5:00 P.M. Monday - Friday	\$ 25.00
LockAH3	Lock Service (Open Door) After Hour 5:30 P.M. - 8 A.M. Monday - Friday And Weekends	\$ 80.00
litter	Grounds Clean up , Occupied Unit (yard front/back or dumpster Litter Ticket	\$ 40.00
Trash1	Trash out Unit (small)	\$
Trash2	Trash out (Large)	\$
CIStove	Clean Stove	\$ 100.00
CIRef	Clean Refrigerator	\$ 50.00
PLUMBING		
toilet1	Unstop toilet (plunger)	\$ 35.00
toilet2	Unstop toilet (Auger)	\$ 50.00
toilet3	Unstop toilet (take up & reinstall)	\$ 85.00
toilet4	Replace complete toilet	\$ 205.00
toilet5	Replace toilet bowl only	\$ 125.00
toilet6	Replace toilet tank only	\$ 85.00
toilet7	Replace toilet seat	\$ 25.00
toilet8	Replace toilet tank top	\$ 35.00
toilet9	Repair toilet tank lever	\$ 20.00
SinkTub1	Unstop sink/tub/basin	\$ 85.00
SinkTub2	Replace stopper - sink/tub/shower	\$ 7.00
SinkTub3	Replace pop-up stopper - sink/tub	\$ 20.00
SinkTub4	Replace basket strainer	\$ 15.00
SinkTub5	Replace faucet aerator	\$ 15.00
EmPlumb	Emergency plumbing service (vendor)	Actual Cost
Appliances		
Stove1	Replace oven baking element - electric	\$ 50.00
Stove2	Replace broiler element - electric	\$ 50.00
Stove3	Replace top burner element -8" electric	\$ 50.00
Stove4	Replace top burner element - 6" electric	\$ 40.00
Stove5	Replace Drip Pan Kit	\$ 15.00
RepStov	Replace Range	\$ 325.00
Rep Stov EE	Replace Range Buckeye/ Renaissance	\$
RepRef	Replace Refrigerator	\$
RepWash	Replace Washer	\$ 675.00
RepDry	Replace Dryer	\$ 425.00
RepFan	Replace Ceiling Fan	\$ 150.00
DOORS AND LOCKS		
Door1	Replace exterior door	\$ 250.00
Door10	Replace glass only in sliding X 76"	\$
Door11	Replace sliding patio door (fixed or sliding panel) all	\$ 275.00
Door12	Replace patio screen door 48"	\$ 66.00
Door13	Replace patio screen door 36"	\$ 66.00
Door2	Replace exterior door and jamb	\$ 350.00
Door3	Replace door jamb only	\$ 65.00
Door4	Replace interior door	\$ 125.00
Door5	Replace sliding closet door	\$ 160.00
Door6	Replace guides and tracks of sliding closet door	\$ 75.00
Door7	Re-hang sliding closet door	\$ 39.00
Door8	Repair/replace door hinge	\$ 39.00



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 Rd, Dallas, TX 75212; 469-965-1961 or TTY 711.

Office 214-951-8300

Door9	Replace screen door	\$ 125.00
Lock10	Replace mailbox lock	\$ 35.00
Lock3	Replace deadbolt lock- per lock	\$ 50.00
Lock4	Replace entrance lock	\$ 50.00
Lock5	Replace passage lock – door knob	\$ 35.00
Lock6	Repair door lock	\$ 25.00
Lock7	Make keys each	\$ 10.00
Lock8	Vendor lock repair/replacement	Actual Cost
Lock9	Install metal plate	\$ 25.00
Lock11	Replace electronic key	\$ 50.00
Lock12	Replace card key	\$ 15.00
Lock13	Replace patio door lock	\$ 40.00

MISCELLANEOUS

Window1	Replace glass pane in door or window	Actual Cost
Window2	Replace window hinge/lock	Actual Cost
Window3	Replace screen in window frame	\$ 39.00
blinds1	Replace Mini Blinds 35x72	\$ 45.00
blinds2	Replace Mini Blinds 42X72	\$ 55.00
blinds3	Replace Patio door mini blind	\$ 125.00
Cab1	Replace cabinet drawer	Actual Cost
Cab2	Replace cabinet door	Actual Cost
Cab3	Re-hang cabinet door	\$ 39.00
Cab4	Replace cabinet handle / latch / hinge	\$ 39.00
Cab5	Replace medicine cabinet	\$ 175.00
mirror	Replace fixed bathroom mirror	\$ 99.00
holder1	Replace towel bar holder	\$ 25.00
holder2	Replace toilet paper holder – complete	\$ 12.00
holder3	Replace toilet paper roller	\$ 7.00
holder4	Replace Shower curtain rod	\$ 25.00
light4	Replace Light Bulb	\$ 5.00
light5	Replace Fluorescent Bulb	\$ 20.00
Smoke2	Replace Smoke Detector Batteries	\$ 5.00
Garage1	Replace Car Garage Door only	\$ 620.00
Garage2	Replace Garage Door Opener only	\$ 420.00
Garage3	Replace Garage Remote - each	\$ 95.00
Pest1	Missed Pest Control	\$ 50.00
Pest2	Excessive Pest Control	\$ 56.00

Flooring/Wall

Floor1	Repair/replace Plank	\$6.50 per sqft
Floor2	Wet Vac Carpet	\$ 60.00
Floor3	Wet Vac Carpet and \$90 Replace Pad	\$ 90.00
Floor4	Replace Carpet	Actual Cost
Wall1	Replace section of wall or ceiling1x1Replace section of floor	\$ 39.00
Wall2	Replace section of wall or ceiling 4X8Replace section of floor	\$ 115.00

ELECTRICAL

light1	Replace light fixture	\$ 50.00
light2	Replace light globe	\$ 38.00
light3	Replace/repair outlet or switch	\$ 25.00
smoke1	Replace smoke detector	\$ 35.00

Other unlisted items to be repaired or replaced due to tenant negligence or damage will be billed at the actual cost



Smoke Detector and Fire Extinguisher Certification

In compliance with the regulations promulgated by the United States Department of Housing and Urban Development and with the rules set forth in the Texas Property Code, DHA has installed a smoke detector(s) and fire extinguisher in each unit of its developments.

The discharge, removal, or disabling of fire safety equipment (for example, removing batteries to disable the alarm or the removal or inappropriate discharge of a fire extinguisher) by a Resident or a Resident's household member or guest, is a violation of the Lease Agreement. On discovery of the violation, DHA will immediately repair, replace, or recharge the deficient fire safety equipment (smoke detector and or fire extinguisher), or install another and charge the Resident for the cost of repair and replacement, including the cost of labor.

If a Resident, a Resident's household member or a guest removes a battery or knowingly disconnects a smoke detector or intentionally damages a smoke detector causing it to malfunction, the Resident shall be liable for any damage, injury, or loss of life caused by fire or smoke as a result of malfunctioning of the smoke detector. If a Resident, a Resident's household member or a guest removes or discharges the unit's fire extinguisher for purposes other than extinguishing a fire in the unit, DHA will immediately recharge or replace the fire extinguisher, and charge the Resident for the cost of the repair and or replacement, including the cost of labor.

If a Resident finds that a smoke detector is not working properly, or that a fire extinguisher needs to be replenished, he/she must immediately notify the management office to request an inspection. Upon written notification from a Resident, the management office shall inspect and repair or replace the deficient item within 24 hours of the request. If any damage to the unit is sustained as a result of an unreasonable delay by the management company to respond, the Resident will not be held liable for the damage.

Fire safety equipment including smoke detectors and fire extinguishers will be checked as part of DHA's routine unit inspection process.

I/We certify that I/we have read this certification in its entirety and understand my/our responsibilities as provided herein.

Resident

Date

Resident

Date

Resident

Date



Community Service Self-Sufficiency Requirement (CSSR)

Entrance Acknowledgement

Printed Name: _____

I have received and read the Community Service and Self Sufficiency Requirement (CSSR). I understand that as a resident of public housing, I am required by law to contribute 8 hours per month (96 hours over the course of every 12 month period) of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. I understand that I may submit a self-certification of compliance with the CSSR, and that my self-certification of compliance may be subject to validation with the organization for which I completed the required hours. My signature below certifies I received notice of this requirement at the time of initial program participation.

Resident Signature: _____

Date of Signature: _____



Bedbug Addendum

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:

Apt. # _____ at _____
(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)

(city)

(state) _____ (zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. **Inspection. (Check one)**

You have inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation.

OR

4. You will inspect the dwelling within 48 hours after moving in or signing this addendum and will notify us of any bed bugs or bed-bug infestation.

Infestations. We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You must read the information on the back of this addendum and then certify one of the following statements: (**check one**)

You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling or in any of your furniture, clothing, personal property, or possessions, nor have you been exposed to any bed-bug infestation or presence.

OR

If you previously lived anywhere that had a bed-bug infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest-control professional and is now free of further infestation.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Describe here any previous bed-bug infestation that you may have experienced: _____

5. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you

will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

6. **Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;

- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;

AND

- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

7. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.



Bedbug Addendum

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

Owner or Owner's Representative (*sign below*)

(Name of Resident) Date signed

Date signed

(Name of Resident) Date signed



A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate.

Bed bugs' increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers Slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

Know the bed-bug dos and don'ts.

- Don't bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of secondhand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- Do inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- Do address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Don't try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bedbug-eradication protocol set forth by both your owner and their designated pest- management company.



HOUSEKEEPING STANDARDS ADDENDUM

DHA, Housing Solutions for North Texas (DHA) will use the following guidelines for resident housekeeping. The resident is required to abide by the standards set forth in the Public Housing Lease. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction. All residents will have their unit inspected at least annually, prior to recertification date. Other inspections may occur from complaints, concerns or as deemed necessary by DHA. At the time of any inspection the unit will either pass or fail. A housekeeping inspection notice will be provided at least 48 hours prior to the inspection.

A. Housekeeping standards inside the unit:

General:

- Smoking is strictly prohibited in all DHA units – no nicotine smells or stains
- Walls: should be clean and free of dirt, grease, holes, cobwebs, and any markings or drawings
- Floors: should be clean, clear, dry and free of hazards. No broken tiles.
- Ceilings: should be clean, free of cobwebs, nicotine and holes.
- Windows: should be clean and not nailed shut. Blinds must be in tact (sheets are not to be used as window coverings).
- Doors: should be clean and free of holes. Doorstops must be intact. Locks must work.
- Woodwork: should be clean, free of dust, gouges, or scratches.
- Light fixtures: should be free of any dust build-up and nicotine; light covers in place and not broken.
- Heating Units: should be accessible (no locks, no clutter), dusted and not used for storage.
- Infestation: unit should be free of rodent or insect infestation (including fleas and bed bugs). Call management office immediately if unit needs pest control.
- Electrical Hazards: no electrical cords running loosely across floors; no overloads, no hazards.
- Trash: shall be disposed of properly and not left in unit.

Kitchen:

- Stove/Range: should be clean and free of food and grease to prevent fire. All stove top burners and oven must work.
- Refrigerator/Freezer: should be clean with no spoiled food left inside. Doors should close properly. No stickers (decals).
- Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded and storage under sink should be

limited to small or lightweight to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- Exhaust fan: should be free of grease and dust.
- Sink: should be free of grease and garbage. Dirty dishes should be washed and put away.
- Food storage areas: should be neat and clean without spilled food.
- Cabinets: should be free of any wet towels or clothing.

Bathroom(s):

- Toilet and tank: should be clean and odor free.
- Tub and shower: should be clean and free of excessive mildew and mold. Shower curtain must be in place and of adequate length.
- Lavatory/countertop: should be clean and no holes or major cracks.
- Exhaust fan: should be clean and free of dust.

Storage Areas:

- Furnace/Water Heater closet: no items will be stored in furnace/water heater closet.
- Linen closet: should be clean and free of hazards.
- Other closets: should be clean and free of hazards. No flammable materials should be stored in the unit.
- Other storage areas: should be neat and clean and free of hazards.

B. Housekeeping standards outside the unit:

General:

- Porches/Patios: should be clean and free of hazards. Any item(s) stored on porch must not impede access to the unit.
- Yards/Grassy Area: should be free of debris, toys, trash, indoor furniture, fences are prohibited.
- Exterior walls: should be free of graffiti.
- Sidewalks/Steps: should be clean and free of hazards.
- Storm doors: should be clean, all parts in-tact, and have no damage.
- Parking Area: should be free of abandoned cars. There shall be no repairs on vehicles on DHA property.
- Sheds: should be clean, free of graffiti, debris, vehicle parts, and flammable materials.

Unsafe Items:

- Interference: any interference which prohibits free movement within the unit (unable to walk through the unit without tripping or bumping into items).
- Egress: Each room must have two unobstructed exits (window and door) with no furniture, boxes, etc. blocking the 2 exits. Interior bedroom door locks are prohibited.



- Accessible: all electrical panels and water shut-off valves must be accessible. All entryways and doors should be accessible.
 - Hazard Free: unit must be free of conditions that may cause physical harm to the resident and/or staff or cause damages to DHA property.
 - Smoke alarms: must work and not be disconnected or made inoperable in any way.
 - Light Bulbs: all light bulbs must be in the light sockets at all times.
-

If the unit fails inspection due to violations of the Housekeeping Policy, the following procedures will be followed;

1. The resident will be notified in writing and given a list of the fail items and the corrective measures required. The resident will be given a date and time for the Resident to attend a mandatory housekeeping class. This notice states that failure to attend the class will be a violation of the lease and may be subject to eviction procedures. The notice will also notify the resident of the second and third inspections. The notice states failure to allow management to conduct follow-up inspections or the Tenant's unit failing 3 inspections may result in termination of the lease.
2. The resident will be required to attend the mandatory housekeeping class on the scheduled date and time provided in the notice. After successfully completing the housekeeping class, the second inspection will be conducted. Failure to attend the mandatory housekeeping class may result in termination of the lease.
3. A second inspection will be conducted to determine if the fail items have been corrected. If the items have not been corrected, the unit will fail for the second time and the resident will be notified in writing. A final list of fail items and a specific amount of time to correct the fail items will be provided in writing.
4. If after three inspections the fail items have not been corrected, the Property Manager will issue a notice of termination to the resident.



If at any time the DHA determines that the dwelling unit is inhabitable because of imminent danger to the life, health, and safety of the occupants or other residents then DHA will start termination procedures immediately and will not follow the above procedures.

Resident's request for inspections/workshops to be rescheduled will only be granted in cases of emergencies; it will be the decision of DHA to decide what emergencies qualify. The inspection/s may only be rescheduled two (2) times.

(Tenant's Printed Name)

(Tenant's Signature)

(Date)



ABSENCE FROM UNIT ADDENDUM

The provisions of this directive are to provide formal guidance and uniform procedures to ensure that residents are informed of the terms and conditions affecting family absences from units longer than 30 consecutive days.

1. The family must supply any information or certification requested by DHA to verify that the family is living in the unit, or relating to family absence from the unit, including any DHA-requested information or certification on the purposes of family absences. The family must cooperate with DHA for this purpose.
2. The family must promptly notify DHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 consecutive calendar days. Under no circumstances shall the entire family be absent from the unit for a period exceeding 30 days unless DHA determines that exigent circumstances exist and the resident has obtained prior written approval from DHA. In such a case promptly means within 5 business days of the start of the extended absence.
 - a. Approval for an extended absence must be completed in writing on DHA's Extended Absence Form (exhibit I)
 - b. The Extended Absence Form must be completed by the Head of Household, or the Head of Household's designee if the Head of Household is unavailable due to medical circumstances
 - c. DHA must have a means to contact the resident and/or family in an emergency
3. If an entire family is absent from the public housing unit for more than 30 consecutive days, and the family does not adequately verify that they are living in the unit or have approval from DHA; DHA may terminate the lease. The approval must be completed in writing as stated in 2 (a) (b) (c) above.
4. If the family appears to have vacated the unit without giving proper notice, DHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, DHA will secure the unit immediately to prevent vandalism and other criminal activity.
5. For DHA to consider a unit abandoned, the following steps must have been taken:
 - a. The unit must be inspected for furniture, food, clothing and other household belongings.
 - b. DHA must check to see if there is any evidence of the existence of the subjective resident's intent to not return to the unit. Such evidence should come in the form of:
 - i. written notices from the resident; or
 - ii. neighbors that may have witnessed the admission by the resident that he/she will not be returning; or

- iii. verbal admission by the resident that he/she will not be returning made to maintenance or management staff.
 - c. Verify with the utility company as to the voluntary termination of services by the resident.
 - d. After obtaining this information, a reasonable determination on whether the unit is actually abandoned should be made.
- 6. Based on criterion stipulated herein, whether in combination, or any single item listed, should the DHA make a reasonable determination that the unit has indeed been abandoned, the Property Manager must post the required 48-hour abandonment notice. If after 48-hours, the resident has not contacted the Property Manager for entry into the unit, the Property Manager will change the locks and take possession of the unit.
- 7. DHA may remove and store any of the resident's property at the dwelling unit or the development when the resident moves out. DHA may sell any such property at a public or private sale (subject to any recorded security agreement or financing statement) after 30 days written notice of the time and place of sale has been sent to the resident at the dwelling unit's address or resident's forwarding address, if such forwarding address has been provided to DHA by the resident. A prior court hearing shall not be required for DHA to exercise its rights under this section.
- 8. If DHA sells the property, the money received will first be used to pay for the cost of storage and the sale, and then charges revised owed by the resident, if any. If there is any money left, it will be sent to resident at resident's forwarding address. Nothing in this section shall limit DHA's right to immediately dispose of trash or other property of no value to DHA.
- 9. In order to determine if the resident is absent from the unit, DHA may:
 - a. Write letters to the resident at the unit;
 - b. Telephone the resident;
 - c. Send electronic communication to the resident;
 - d. Verify if the utilities are in service; and
 - e. Check with the post office

Resident Signature _____
Date

Resident Signature _____
Date

Management Signature _____
Date

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Minimum Rent Exemption Options

DHA will allow families to request an exemption to the minimum rent requirements for hardship circumstances in monthly increments of three months. Financial hardship circumstances include the following:

1. The Family has lost eligibility for or is awaiting an eligibility determination for Federal, State, or local assistance program;
2. The family would be evicted as a result of the obligation of the minimum rent requirement;
3. The income of the Family has decreased because of change in circumstances, including loss of employment; or
4. A death in the Family has occurred.

If a request is denied, then the household is still responsible for all back rent that is owed to DHA. By my signature, I am acknowledging that this information has been explained and a copy has been given to me.

Resident Signature

Date





Notice of Move-Out



For Tenant's Use Only

I hereby serve notice of my intent to vacate my apartment on the _____ day of _____, 20____.
 I intend to move to the following address:

_____ Street & Apt. # _____ City _____ State _____ Zip Code

Reason for Vacating: _____

Tenant's Signature _____ Date Signed: _____

For Development's Use Only

Client # _____ Apt.# _____ Development: _____

Tenant's Name: _____ Spouse's Name: _____

Tenant's SSN: _____ Spouse's SSN: _____

Tenant's Monthly Rent: _____ Transfer yes no

Notice Taken By: _____ Keys Received By: _____

Date Taken: _____ Date Keys Received: _____

Date Actually Vacated: _____ Move-out Charge: \$ _____

Manager's Signature: _____ Date: _____

For Tenant Accounting Use Only

Balance Due to DHA as of _____ (Date): \$ _____

Credit due Tenant - Security Deposit: \$ _____

Credit due Tenant - Rent _____ to _____: \$ _____

Sub Total: \$ _____

Charges due to DHA

Move-out Charges \$ _____

Final Utility Bill \$ _____

Legal Charges..... \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Due DHA \$ _____

Check # _____ Total Due Tenant \$ _____

Prepared by: _____ Approved by: _____

DHA 699-02
 Stk.# 17-2761-153
 (7/7)

Proof of Utility Service & Third Party Agreement

Dear Sir/Madam:

The below listed individual is a tenant of the Dallas Housing Authority. By signature below, this individual authorizes you to copy the Dallas Housing Authority on any delinquency notices or disconnection notices, if he/she fails to pay the electric bill and you are preparing to disconnect electric service. The individual also authorizes the release of information, including billing, payment, and consumption history of the listed utility service to the Housing Authority of the City of Dallas. This authorization will expire 15 months from the date of signature.

Failing to pay for electric service in the tenant's name is a lease violation and the Dallas Housing Authority will work with tenants to ensure that they understand this fact. Further, if tenants fail to make utility payments, the Dallas Housing Authority will carry out appropriate lease enforcement actions.

This notification request authorizes the energy/utility provider(s) listed below to send copies of all non-payment notices to the Dallas Housing Authority at the following address:

Property Address: _____

If you have any questions, please contact the Dallas Housing Authority or its management representative:

Property Name: _____

Phone Number: _____

Tenant Name: _____

Service Address: _____

Electricity Provider Name: _____

Account #: _____

ESI Number (found on bill): _____

I understand that it is my responsibility to notify the Property Manager if there any changes in my utility providers and must complete a new form when I choose to change provider(s).

I	Tenant Release
	hereby authorize the release of the requested information.
X	
Signature	Date



The Importance of Renters Insurance

What is renters insurance?

Renters insurance may cover personal belongings damaged from a covered peril plus additional living expenses, like groceries and lodging, if you're unable to live at your residence while it's being repaired because of a covered loss. Your renters policy also includes personal liability coverage if you're legally responsible for someone else's injuries or damages. Renters insurance won't cover the actual structure you live in — that's your landlord's responsibility.

How does renters insurance work?

A renters policy provides financial reimbursement for covered losses to your personal belongings. If a covered peril occurs, you'll file a claim with your renters insurance company to receive compensation for your loss, up to your policy's limits, sub-limits, and minus any deductible.

Do I need renters insurance?

In order to protect yourself and your belongings against fire, theft, water damage and vandalism, as well as personal liability, we strongly recommend that you purchase a policy of household or renters insurance. It is the owners' responsibility to insure the building structure; our policy does not cover your personal belongings or liability.

What does renters insurance cover?

Renters insurance covers personal property, personal liability, medical payments and additional living expenses or loss of use, up to the limits of the policy purchased.

What is the average cost of renters insurance?

The Texas Department of Insurance lists the average renters policy cost about \$20 a month.

SMOKE-FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, the DHA, *Housing Solutions for North Texas* (DHA) and Tenant agree as follows:

- 1. Purpose of No-Smoking Addendum.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- 2. Effect & Implementation of No-Smoking Addendum.** Smoking is not permitted anywhere inside the public housing units or buildings, or within 25 feet of any building owned or managed by DHA. This addendum is effective for all Tenants, household members, and guests who occupy or visit a dwelling unit on DHA property, and for all employees, contractors, and business invitees who provide services to any DHA properties.
- 3. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted pipe, cigar, cigarette, e-cigarette or other tobacco product or similar lighted product in any manner or in any form.
- 4. Smoke-Free Buildings.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, inside the building where the Tenant’s dwelling is located, in any of the indoor common areas of such building, or in other parts of the entire property comprising the rental community that are indoors; nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 5. DHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that DHA’s adoption of a smoke-free living environment, and the efforts to designate the property as smoke-free, does not make DHA the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. However, DHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free.
- 6. Effect of Breach and Right to Terminate Lease.** A breach of this Addendum shall be a breach of the lease and may be grounds for termination of the Lease by DHA. Failure of any Tenant, household member, or guest to follow the smoke-free addendum may be considered a material breach of this Addendum and a lease violation, and will subject the Tenant to all lease enforcement procedures under the DHA Admissions and Continued Occupancy Addendum (ACOP), which includes termination of lease.
- 7. Disclaimer by Landlord.** Tenant acknowledges that DHA’s adoption of a smoke-free building does not in any way change the standard of care that DHA would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. DHA specifically disclaims any implied or express warranties

that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. DHA cannot and does not guaranty or promise that the rental premises or common areas will be free from secondhand smoke.

TENANT ACKNOWLEDGMENT

I have received DHA's Smoke-Free Lease Addendum and I agree to comply with the provisions. I understand that any violation of this addendum and the established DHA addendum and procedures shall be considered a violation of my Residential Lease Agreement and may be cause for lease termination.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Management Signature

Date



CRIME FREE ADDENDUM TO RENTAL AGREEMENT

In consideration of the execution of or renewal of a lease of the unit identified in the rental agreement, the parties agree as follows:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 802 of title 21.)
2. Tenant, any member of the tenant's household or a guest of other person under the tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near any DHA community. .
3. Tenant, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant, any member of the tenant's household or guest, or another person under the tenant's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Section 802 of Title 21 and Federal Law, at any locations, whether on or near the premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in any illegal activity, including prostitution, as defined in Texas Penal Code 43.02, threatening or intimidating offenses and assaults (including sexual assault) as prohibited in Texas Penal Code 22.07.including but not limited to the unlawful discharge of firearms, on or near any DHA community or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.
8. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.
9. Resident authorizes owner/agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.
10. This ADDENDUM is incorporated into the rental agreement executed or renewed this day between Landlord and Resident. Tenant acknowledges that if the lease is terminated all rental concessions were become due and owing and that the tenant will be liable for lease-break fees and all rent due for the remainder of the lease term.

Resident Signature Date

Resident Signature Date

Management Signature Date





**2024 PHA Plan
Supplemental Documents**

**Resident Administrative Grievance Policy
February 23, 2022**



RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Adopted February 23, 2022

[Abstract](#)

DHA is committed to providing residents with a fair hearing to their grievances.

DHA, Housing Solutions for North Texas

RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Section I. General

DHA is committed to providing residents with an opportunity to have their grievance heard as an administrative remedy, authorized by HUD, to provide adequate due process regarding adverse actions or failures to act that affect public housing applicants or tenants. The Resident Administrative Grievance Procedure (“Grievance Procedure”) consists of definite procedures to instruct DHA staff in implementing this policy. This policy is applicable to disputes an applicant or tenant may have with respect to an action or failure to act, in accordance with the individual tenant’s lease or DHA’s policy or procedures which adversely affect the individual tenant’s rights, duties, welfare, or status.

DHA is committed to ensuring that its’ grievance procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, and do not otherwise discriminate against individuals with disabilities, on the basis of disability. Therefore, if an individual with a disability requires¹ a reasonable accommodation such as an accessible feature or modification to a DHA rule, policy, practice, procedure, or property, DHA will provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial or administrative burden². In such a case, DHA will work to identify an acceptable other reasonable accommodation that would not result in a financial or administrative burden.

DHA will diligently take the appropriate steps so that grievance hearings conducted by DHA, including those related to a lease termination, provides effective communication with individuals with disabilities, in accordance with Section 504, the ADA, and applicable regulations.

DHA will post a copy of this Policy at DHA Services HQ, located in 3939 N. Hampton Road, as well as on DHA’s Intranet. In addition, individuals may obtain a copy of this policy and its corresponding procedures, upon request, from DHA’s Disability Rights Coordinator, located in the Department of Compliance and Training.

Section II. Reasonable Accommodations

Pursuant to DHA Policy, upon request, review and approval, DHA will provide reasonable accommodations for persons with disabilities throughout the Resident Administrative Grievance process. This includes, but is not limited to:

- a. Providing reasonable accommodation for persons with disabilities to participate in the grievance hearing and to engage in the informal settlement process;;

¹ A nexus must exist between the requested accommodation and the individual’s disability.

- b. Providing or allowing qualified sign language interpreters, readers, accessible locations, or attendants. All notifications and communications will provide effective communication for persons with disabilities;
- c. Providing appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as requested, e.g., Braille, audio, large-print, optical readers on computers available for viewing, assistive listening device systems, and sign language interpreters. There may be other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.; and
- d. Providing, at its' expense, auxiliary aids and services for effective communication with complainants during the grievance process. An individual with a disability may request a specific type of auxiliary aid or service as his or her preferred method of communication. DHA will also take reasonable steps to ensure meaningful access to its programs and activities to individuals with limited English proficiency (LEP).

Section III. Annual Review

DHA's Disability Right's Coordinator along with the Office of General Counsel shall review DHA's Resident Administrative Grievance Hearing Procedure annually, and provide a report to the CEO and COO of suggested changes, updates, and new policies every March to ensure annual compliance with the Legal Authority as described in Section V of this Policy.

At a minimum, the Disability Right's Coordinator shall review DHA's Resident Administrative Grievance Procedure to ensure the following are implemented according to the Legal Authority as described in Section V:

- a. Ensuring that a tenant with a disability has equally effective opportunity to refute evidence presented by Respondent;
- b. Ensuring that a tenant with a disability has an equally effective opportunity to confront and cross-examine witnesses;
- c. Ensuring that a tenant with a disability has an equally effective opportunity to present any affirmative legal or equitable defenses, witness testimony, and documentary evidence; and
- d. Ensuring that a tenant with a disability is aware of the availability of auxiliary aids and services to aid as required by II, d.

Section IV. Resident Administrative Grievance Process.

DHA will implement the following policies, at a minimum, to ensure DHA's Resident Administrative Grievance Procedures are in compliance with Federal, state and local laws, including civil rights laws and regulations:

- a. Provide the opportunity for a prompt hearing of the grievance;

- b. Upon prior written notice and/or request from either party, provide for the recording of the grievance hearing;
- c. Provide the tenant the opportunity to present his or her case first during the grievance hearing; and
- d. Provide a written decision after the hearing that explains the violated lease provision(s), information obtained during the hearing that the hearing officer or hearing panel relied on to make the decision, the decision of the hearing officer or hearing panel, and any appeals rights or procedures available to the resident.,

Section V. Legal Authority

DHA is subject to Federal civil rights laws and regulations. This policy is based on the following statues or regulations:

- a. 24 C.F.R. Part 966
- b. Section 504 of the Rehabilitation Act of 1973;
- c. Title II of the Americans with Disabilities Act of 1990 (ADA);
- d. The Fair Housing Act of 1968, as amended (Fair Housing Act);
- e. The respective implementing regulations for each Act;
- f. Dallas City Code Ordinance 20A; and

Texas Fair Housing Act - Chapter 301 of the Texas Property Code.



**2024 PHA Plan
Supplemental Documents**

**Procedure for Extermination Service
July 1, 2014**



Dallas Housing Authority



3939 N. Hampton Rd., Dallas, TX 75212 | Phone: 214.951.8300 | Fax: 214.951.8800 | www.dhadal.com

Procedure for Extermination Service

Approval

Signatures:

Compliance Department

7/01/2014

Date of Approval

Originating Department

~~06/30~~ 07/01/2014

Date of Approval

Purpose The purpose of the Procedure for Extermination Service is to provide guidance to Dallas Housing Authority (“DHA”) property staff in the implementation of a component of the preventive maintenance plan, consistent with federal standards for housing that are decent, safe, sanitary, and in good repair.

Scope This procedure applies to developments owned and operated by DHA.

Responsibilities The policies of the Dallas Housing Authority are attached to and are incorporated in full by reference in its Five-Year and Annual Plan (“Annual Plan”). Annually, DHA updates and submits the Annual Plan to HUD for review and approval. All DHA policies are adopted by resolution of the DHA Board of Commissioners (“Board”).

The President and CEO of DHA drafts proposed policies for adoption by the Board.

The Vice-President of the Housing Voucher Programs implements approved policies and procedures designed for the operation of the various HVP; the Vice-President of the PH Program implements policies and procedures designed to standardize operations in the Housing Operations Department.

The Compliance Department reviews and approves DHA procedures and reviews DHA operation, processes, and practices for compliance with applicable federal, state, and local laws and with DHA policies.

Associated Materials 24 CFR 5.701
DHA Five-Year and Annual Plan
Admissions and Continued Occupancy Policy for Low Income Housing Owned by DHA (“ACOP”)



Dallas Housing Authority



3939 N. Hampton Rd., Dallas, TX 75212 | Phone: 214.951.8300 | Fax: 214.951.8800 | www.dhadal.com 727-1.1

Policy Statements At a minimal, DHA properties will be maintained in such conditions as to meet the physical condition standards set forth by the U.S. Department of Housing and Urban Development (“HUD”) for assisted housing considered to be decent, safe, sanitary, and in good repair (DSS/GR).

Annually, each unit at each development will be subject to an annual inspection and a housekeeping inspection. In addition, each development, including the site, building exterior, building systems, common areas, and a sample of the units, will be inspected in accordance with HUD’s Uniform Physical Condition Standards inspection protocol.

Each unit will be treated for pests (exterminated) at least annually and as necessary.

Procedure

1.0 Introduction

Extermination service (pest control) is a routine maintenance activity that is a part of the preventive maintenance plan to maintain DHA-owned and operated properties in accordance with federal physical housing standards for housing that is DSS/GR.

2.0 Procurement

2.1 Extermination service is provided by a third-party vendor.

2.2 Use of an extermination service is procured by the Procurement Department in accordance with HUD procurement requirements and DHA procurement policy.

2.3 Following the procurement process with the selection of a responsive and responsible vendor, each asset management project (“AMP”) and/or each development will obtain a copy of the service contract in order to understand the scope of the service and the obligations of each party.

2.4 At all times, prior to utilizing the service, contact the Procurement Department regarding the necessity of creating a purchase order (PO) number for service and to receiving the PO once service has been rendered, in order to authorize payment.

3.0 Frequency

Each AMP manager will create and observe a schedule for extermination/pest control service consistent with applicable laws and regulations, DHA policy, the needs of the properties, and the needs of the residents, and consistent with the extermination contract.

At a minimal, each unit in an AMP will be treated once a year.



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3.1 Scheduled

Based upon the special characteristic, condition, and needs of each development, the respective property staff will select an extermination service schedule for a specific quantity of units, such as once monthly, the second Tuesday of the month, 25 units each month, etc. By the end of the year, each unit will have been treated at least once.

3.2 Un-Scheduled

Un-scheduled extermination service can occur, based upon the needs of the property or the needs of the resident, such as when there is an infestation.

When the extermination service schedule (or the frequency of the extermination service) is set and known, by Work Order, a resident or property staff can request the service as often as necessary.

3.3 Contract Terms

Property staff will review the extermination service contract for familiarization with the scope, term, and conditions of the service and should make recommendations as necessary to amend the contract.

Property staff will communicate directly with the extermination service vendor to coordinate the service schedule.

Property staff should seek out feedback from the residents and will review the service rendered for compliance with contract terms and industry standards.

4.0 Notice Requirement

All residents will be informed of the extermination service requirement and schedule. Prior to entry into a unit, notice to the residents must be given in accordance with the lease agreement. Also, residents will be notified when an entry into the unit has occurred.



**2024 PHA Plan
Supplemental Documents**

**Pet Policy
October 20, 2020**

**DALLAS HOUSING AUTHORITY
PET OWNERSHIP POLICY**

(non-elderly)

A. EXEMPTION FROM THE PET RULES FOR ASSISTIVE ANIMALS (Service and Companion Animals for Individuals with Disabilities)

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

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

B. PET RULES

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

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

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

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

C. PET RULE VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3):

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

4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
5. The notice must state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.

PET RULE VIOLATION MEETING:

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

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

NOTICE OF PET REMOVAL:

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

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

INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:

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

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

D. Protection of the Pet

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

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1 b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

E. Nuisance or Threat to Health or Safety

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

F. Application of Rules

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

Appendix I

Pet Agreement

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Public Housing Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)
 - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
 - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Multifamily Housing Pet Deposit. The Pet Deposit will be \$100 per bedroom but never exceeding \$300. This deposit is applicable to a specific dog or cat. Future dogs or cats will require future deposits.
5. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
6. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____ Type _____

Breed _____ Color _____ Weight _____ Age _____

Housebroken? _____ City of License _____ License No. _____

Date of last Rabies shot _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____

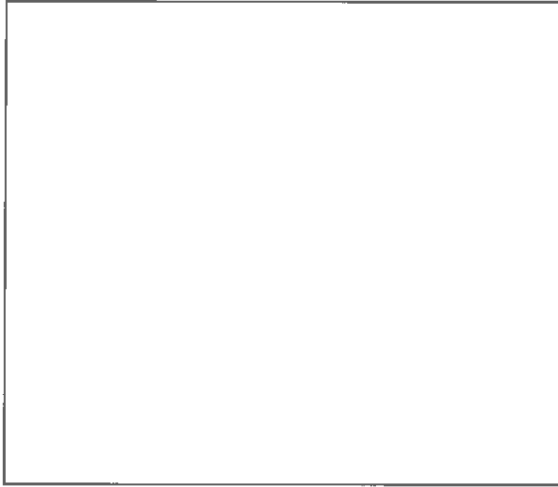
Address _____

Phone _____

Appendix 2

Pet Policy Certification

Attach photo of Pet here



By _____

Title _____

Housing Authority

Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

**Appendix 3
Pet Policy Rules Violation Notice**

DATE: _____

TIME: (IF DELIVERED) _____ A.M. /
P.M.

TO: _____

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

PET NAME OR TYPE: _____

This notice hereby informs you of the following pet rule violation:

Factual Basis for Determination of Violation: _____

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director



**2024 PHA Plan
Supplemental Documents**

**Administrative Plan for the
DHA Housing Choice Voucher Programs
October 4, 2022**

Including the FSS Action Plan



**ADMINISTRATIVE PLAN
FOR THE
DHA HOUSING CHOICE VOUCHER
PROGRAMS**

Effective Date: October 4, 2022

Replaces last revision of: September 13, 2021



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Addenda

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ADDENDUM 3	Family Unification Program
ADDENDUM 4	Preservation Program
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Housing Choice Voucher Program Administrative Plan

Introduction

The DHA administers a variety of tenant-based, project-based, and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Housing Choice Voucher Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 and 983 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by DHA. The Administrative Plan, hereinafter referred to as the “Plan”, covers both admission to and continued participation in the abovementioned programs.

Only DHA’s Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR §982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly, by all program staff. Issues not addressed in this document related to applicants, participants, and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars, and notices, or other applicable law.

Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the

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

2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher Program at the time an applicant leases a public housing unit, DHA will inform the applicant in writing of his/her right to apply for the program when the program waiting list opens.

B. Objectives of Section 8 Housing Choice Voucher Programs

1. DHA's objective in administering the Housing Choice Voucher Programs is to provide decent, safe, and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the number of vouchers and funding available, DHA's budget, and the availability of adequate housing.
2. The Section 8 Housing Choice Voucher Program provides participating families with greater choice of housing opportunities by subsidizing rental payments to private landlords. Through this program, DHA helps low-income families obtain quality housing within DHA's geographical jurisdiction.
3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
4. Through program administration, DHA shall:
 - a. Ensure eligibility and correct family share of rent for participating families;
 - b. Ensure Housing Quality Standards are enforced;
 - c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
 - d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
 - 1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
 - 2) All other Section 8 Housing Choice Voucher families;
 - e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
 - f. Limit occupancy of DHA's voucher families to no more than 30% of the total number of

units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

DHA affirmatively furthers fair housing and works to remove impediments to fair housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing fair housing and equal opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, participant, or landlord; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. DHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
3. Executive Order 11063;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise

Section 504 and the Fair Housing Amendments govern);

7. Violence Against Women Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA);
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;
9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

When more than one civil rights law applies to a situation, the laws will be read and applied together. DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others¹;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
9. Discriminate in the provision of residential real estate transactions;
10. Discriminate against someone because they are related to or associated with a member of a protected class; or

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

11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, DHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR §982.301
2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract.

E. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, DHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
4. All applicable fair housing information and discrimination complaint forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. DHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR §8.4
2. DHA will verify all reasonable accommodations requested through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Generally, all accommodations are re-verified during the participant's annual recertification. DHA may extend the time which an accommodation is verified, if recommended/verified by the medical practitioner.

3. A reasonable accommodation is a modification or change DHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR §8.20
4. An accommodation is not reasonable if it: 24 CFR §8.21(b) and 24 CFR §8.24(a)(2)
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of DHA's program.
5. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
7. Specific actions are described in DHA's Reasonable Accommodation Procedure (357-1.1). 24 CFR §8.4
8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR §8.21
9. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly, in plain language. 24 CFR §8.6
10. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy as listed below. There is no requirement that members with a disability be able to do these things without assistance. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. Program participants must be able: 24 CFR §§8.3 and 8.20
 - a. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in a reasonable way;

- d. To create no health, or safety hazards, and to report maintenance needs;
 - e. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. Not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. To comply with necessary and reasonable rules and program requirements of HUD and the DHA.
11. If an applicant or participant receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or participant is not obligated to accept the service, but if refusing service results in a lease violation(s), the landlord may terminate the lease and DHA may terminate assistance. 24 CFR §8.2
12. An applicant or participant who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination or withdrawal of assistance. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20
13. If an applicant or participant would prefer not to discuss the situation with the DHA, that is his/her right.

G. Denial or Termination of Assistance

DHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. 24 CFR §982.552 (2)(iv)

1. When applicants with disabilities are denied assistance, the notice of denial must inform them of DHA's informal review process and their right to request a review . In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an informal review is outlined in this document.
2. When a participant family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
3. When reviewing reasonable accommodation requests submitted before termination of assistance, DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If

a reasonable accommodation will meet the requirements, DHA must make the accommodation. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

H. Providing Information in Languages Other Than English for Persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
 - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of DHA speaks the language needed, the staff member will provide translation services.
 - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
 - d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III. General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance (24 CFR §985). DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy, and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. DHA operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.
 - a. Selection from the Waiting List
 - b. Rent Reasonableness
 - c. Determination of Adjusted Income
 - d. Utility Allowance Schedule
 - e. HQS Quality Control Inspections
 - f. HQS Enforcement
 - g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
 - h. FMR/Exception Rent & Payment Standards
 - i. Annual Re-certifications
 - j. Correct Tenant Rent Calculations
 - k. Pre-Contract HQS Inspections
 - l. Annual HQS Inspections
 - m. Lease-up
 - n. Family Self-Sufficiency Enrollment and Escrow
 - o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor DHA's operational procedures and practices objectively and

accurately. In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher Program actions.

3. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.
4. DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
5. DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.
6. In accordance with applicable waivers issued by HUD due to COVID-19, for any PHA with a fiscal year ending on or before December 31, 2020, HUD will not issue a new SEMAP score unless the PHA requests a that new SEMAP score be issued. HUD will instead carry forward the most recent SEMAP score on record. Period of Availability: HUD will resume issuing new SEMAP scores beginning with PHAs with fiscal year end dates of March 31, 2021.

B. Privacy Rights of Clients

1. All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD Form 9886, at admission and every recertification thereafter, in conjunction with the HUD Form 50058, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for DHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.
2. Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon DHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.
3. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).
4. Retention of files for past participants will be in accordance with DHA's Records Retention Procedure (001-3). Participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed to DHA will be

retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files are retained indefinitely regardless of participation status.

C. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher Program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;
4. Independent group residences;
5. Congregate housing; and
6. Single Room Occupancy (SRO) facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), or by approved reasonable accommodation, are not eligible types of housing in the HCV program.

D. Continuously Assisted Families

1. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR §982.203) as "special (non-waiting list) admissions".
4. When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

E. Outreach to Eligible Families, Affirmative Marketing

1. DHA reserves the right to open or close the lottery pool based on the supply of available

vouchers and applicants and in accordance with its Procedure for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

2. To reach families from all backgrounds, DHA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

F. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. DHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.
3. DHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants with accessing affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty

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

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

G. The Family Self Sufficiency Program

1. The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. For further information, see DHA's FSS Action Plan in Addendum 1.
2. 24 CFR §984 establishes the requirements for the Section 8 and Public Housing FSS Program. Section 984.303(d) authorizes a PHA to extend a family's FSS contract of participation for a period not to exceed two years upon a finding of good cause. HUD has made a determination that the circumstances surrounding COVID-19 qualify as "good cause" to extend family contracts, and FSS programs may consider this expanded definition of "good cause" as they make their determinations on each family's eligibility for an extension. The period of availability during which the PHA may extend the family's contract of participation using COVID-19 as the "good cause" ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

H. The Homeownership Program

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

I. The Project Based Assistance Program

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

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

Section IV. Admission Standards

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

A. Eligibility Criteria

1. Income Eligibility. A family is eligible for assistance under the Housing Choice Voucher Program if, at the time they receive assistance, the family meets one of the standards listed below:

- a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
 - b. Qualifies as a very low-income family (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or
 - c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 of the 1937 Housing Act (42 U.S.C.).
2. General Eligibility. DHA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:
- a. Family: The applicant must qualify and document their status as a family, elderly family, disabled family, or a single person, as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of family.
 - b. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.
 - c. Citizenship or Eligible Immigration Status: DHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a mixed family. At least one family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the family. Families must provide documents for each member as evidence of citizenship or eligible immigration status.
 - 1) United States Citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A United States passport; or
 - iii. A Birth Certificate or Certificate of Naturalization and/or other approved documentation.
 - 2) Eligible non-citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A signed Verification Consent Form; and
 - iii. One of the original U.S. Immigration and Naturalization Service's documents listed on the declaration form.

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

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

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

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

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's family age 18 and older. As required by Federal law, DHA shall screen to ensure that no member of the family has engaged in recent violent criminal activity that threatened the safety of the public, or in drug-related criminal activity.
2. DHA shall not approve admission of applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

3. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown in the table below. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's family who will be included on the lease:
 - a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.
 - b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel in the past five years.
 - c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five years.
4. DHA may waive the criminal history requirement for applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans, and/or disabled persons.
5. DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Housing Choice Voucher Program.
 - a. Drug Related Eviction: DHA shall review residential history to determine if the family has lived in federally assisted housing, and deny admission if any family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within seven years of the application date. An exception may be made if the

member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.

- b. Illegal Drug Use: DHA shall deny admission to any family if there is a reason to believe that a family member uses or sells illegal drugs, or is engaged in drug-related criminal activity; or that a family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing, or manufacturing illegal substances.
- c. Conviction for Methamphetamine Production: DHA shall **permanently** deny admission to families if an adult member has been convicted for the manufacture of methamphetamine (also known as speed) in federally assisted housing.
- d. Sex Offenders: DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement as a sex offender. DHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
- e. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol, and:
 - 1) Has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if applicant is from another State; or
 - 2) Is participating in a supervised alcohol rehabilitation program.
- f. Violent Criminal Activity: DHA shall deny admission to any family if there is reason to believe that a family member engaged in any of the following acts:
 - 1) Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim); or
 - 2) Any activity involving the use of weapons against persons or property.
- g. Crimes That Threaten the Peace, Health and Safety of Others: DHA shall deny admission to any family if there is reason to believe that a member of the family has engaged in any activity that threatens the peace, health, and safety of others.

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

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

C. Debts Owed to DHA

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

D. Public Housing and Former Program Participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.
2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.
3. The following violations within the past 10 years are grounds for denial of admission:
 - a. While participating in the Section 8 Housing Choice Voucher Program, the family violated any family obligation, as set forth in 24 CFR §982.551, as amended. An exception may be granted if the family member who violated the family obligation is not a current member of the household, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.
 - b. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - c. The family must have paid any outstanding debt owed to DHA or another housing agency, as a result of prior participation in any federal housing program. See also Section IV.C. above.
 - d. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs (Residential Communities) must be in good standing under the terms of the DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
 - e. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to DHA's Program Integrity and Ethics Procedure.
 - f. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.
 - g. No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

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

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

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

B. How the Waiting List is Organized

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

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

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.
6. Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum 7. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).
2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.
3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020², agreement between DHA and plaintiff's counsel, DHA will offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

² Both documents are included in Addendum 8 to this policy.

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

D. Selection from the Waiting List

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

See next page

Working families 24 CFR §982.207 (b)(2)

DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

Student education

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.

Homeless 24 CFR §982.207 (b)(5)

DHA may adopt a preference for admission of homeless persons. DHA may offer this preference to applicants that have been referred by DHA's community Coordinated Access System (CAS).

Natural disaster, government action, or DHA action

DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.

Congregate housing

DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.

VAWA

DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.

Aging out of foster care

DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.

Limited Preference for Families with Children (Mobility Demonstration Vouchers)

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

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. The final determination of eligibility is made when the applicants are selected from the HCV waiting list, and the applicants income and family composition is verified.
5. Documentation to determine eligibility includes:
 - a. All adult members of applicant families are required to sign HUD's Form 9886 Authorization to Release Information Privacy Act Notice.
 - b. Applicants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. If a social security number has never been issued for a family member, the member must obtain a Social Security Number. The parent or guardian of a child or disabled adult must sign a certification statement for each person. If a family member does not have the original Social Security card issued by the Social Security Administration, DHA will accept photo identification and verification of the number from the Social Security Office. An original award letter from the Social Security Administration can be used for this purpose. 24 CFR §5.216 exceptions to this rule are listed here:
 - 1) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010. For these individuals, disclosure and verification documentation must be obtained that verifies the applicant's exemption status. 24 CFR §5.216(e)
 - 2) Applicant households with persons under the age of 6 that were added to the

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

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

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

E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:
 - a. are being relocated from DHA's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or because a unit that is the right size for their family is unavailable; or
 - b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or
 - c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.
2. A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above.
3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.
4. Generally, DHA will receive replacement housing vouchers to assist these families, but if the

process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 30% of the area median income (extremely low-income applicants). These applicants will be selected before other eligible applicants on an as needed basis, to ensure the income targeting requirement is met.
2. It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.
3. Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures, or owner opt outs, etc.

G. Determination of Ineligibility and Informal Review

1. DHA shall notify all applicants found ineligible for assistance, that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, applicants will be allowed to review a copy of relevant documentation regarding the determination.
 - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Vice President of Voucher Programs and/or his/her designee for an informal review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant's status has been made.
 - b. The request for an informal review must be made in writing within 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.
 - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the applicant for consideration.

- d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President of Voucher Programs (or designee) will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.
 2. The Vice President of Voucher Programs or his/her designee will review matters presented by applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
 3. DHA shall not grant file reviews for matters related to:
 - a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
 - b. DHA's determination of family's unit size under DHA subsidy standards;
 - c. DHA's determination not to approve leasing a unit under the Section 8 Housing Choice Voucher Program, or approve a proposed lease;
 - d. DHA's determinations that a unit selected does not comply with HQS;
 - e. DHA's determination that a unit selected is not in accordance with HQS because of the size of the family;
 - f. DHA's refusal to extend family's voucher past the maximum time allowed under DHA policy;
 - g. DHA's determination of rent reasonableness;
 - h. DHA's schedule of utility allowances; and
 - i. DHA's decision not to approve a unit or tenancy.
 4. DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.
 5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.
- H. Briefing and Issuance of Vouchers
1. DHA briefs all families entering the Section 8 Housing Choice Voucher Program for the first time, relocating families, and families porting into Dallas (Section 8 Housing Choice Voucher participants that transfer from another housing agency).
 2. Briefing attendance is mandatory. Applicants/participants will receive written and/or telephone notification of the date, time, and location of the scheduled briefing. Applicant

must call 24 hours prior to the scheduled briefing to reschedule. A maximum of two appointments shall be granted per applicant/tenant. Any applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an informal review. Briefings may be conducted in group sessions or individually. In limited circumstances, DHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

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

I. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood⁴ where the percentage of persons of a particular racial or ethnic minority⁵ is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.⁶
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network, and the Cole Indices are used as resources to increase the interest of private landlords within DHA jurisdiction.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher Program guidelines, fair housing, Housing Quality Standards, and other landlord-related issues. In addition, DHA conducts landlord workshops, corporate briefings, property visits, and initiates telephone contact with landlords owning housing units in low-poverty areas.
4. The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures.

J. The Term of Vouchers

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

⁴ As that term is used by HUD.

⁵ As based on the most recent decennial census.

⁶ As based on the most recent decennial census or the most recent American Community Survey data.

4. Applicants/participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the voucher. The family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e. toll) the term of the family's voucher. Should the family be required to resume their search for housing (e.g. because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.
6. The voucher shall be withdrawn if the family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the family from completing a new application for the HCV Waiting List, when the waiting list is open.
6. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may grant extension(s) needed as a result of COVID-19 that are not described herein, even though DHA has been unable to formally amend its policy in the administrative plan. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

K. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the Portability Procedure (500-1.8). Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers

- a. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.
- b. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under DHA's budget authority, if the receiving PHA cannot absorb their voucher.
- a. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

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

2. Incoming Vouchers:

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

L. Relocation of Witnesses and Victims of Crime

DHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. DHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

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

A. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. When a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
 - a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
 - 1) The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the DHA to determine whether to approve the assisted tenancy in this unit.
 - 2) Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
 - 3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household and the owner is not living in the unit.
 - b. All new landlords may be required to provide the following documentation:
 - 1) Tax identification letter issued by the IRS or social security card.

- 2) Direct deposit agreement with voided check.
- 3) Current government issued photo ID.
- 4) IRS W-9 form with original signature.
- 5) Copy of warranty deed, or other approved deed or proof of control of the unit.
- 6) Proof of payment of real estate taxes.
- 7) Copy of management agreement (for property management companies).
- c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The duration of the lease may be no more or no less than one year.
- d. For units constructed prior to 1978, owners must either
 - 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
 - 2) attach a lead-based paint disclosure statement.
3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15
4. When the family submits the RFTA the DHA will review the RFTA for completeness.
 - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the DHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
 - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The DHA will not accept missing information over the phone but will accept some missing information via fax or email.
5. When the family submits the RFTA, the DHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
 - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the DHA will notify the family and the owner of the discrepancies.
 - b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The DHA will not accept corrections by phone but will accept some corrections via fax or email.

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

7. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is canceled/voided.

B. Housing Quality Standards and Inspections

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

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

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

4. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.

5. The family must allow DHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.

6. Modifications to Provide Accessibility

a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.

b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR

§35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

- c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. 24 CFR §100.203; Notice 2003-31

7. Family Responsibilities 24 CFR §982.404

The family is responsible for breach of the HQS that is caused by the following:

- a. Utilities that are required to be paid by the tenant are not in service;
- b. Appliances that are required to be provided by the tenant are absent or not working.
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

8. Owner Responsibilities

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

- d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.
 - e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.
9. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225
- a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six.
 - b. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling.
 - c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-based hazards in accordance with the lead based paint regulations 24 CFR §§35.1325 and 35.1330.
 - d. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report.
 - e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
 - f. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.
 - g. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age living in a HCV assisted unit built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit.
 - h. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
 - i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the

owner and conduct a risk assessment inspection.

10. Violation of HQS Space Standards 24 CFR §982.403

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the DHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.
2. DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the landlord and family. A report for every inspection shall be prepared and maintained in the family's file in the voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.
3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, and require the defects be corrected. A copy of this notification shall be retained in the family's file. If DHA determines, as a result of the re-inspection that the landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract. If the landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.
4. Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the landlord.
5. Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an immediate threat to the health and safety of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks (window, doors, or any point of entry),
- b. Broken window or door frames,

- c. Major plumbing leaks or flooding, such as waterlogged ceiling or floor in imminent danger of falling,
 - d. Natural gas or fuel oil leaks,
 - e. Any electrical problem or condition that could result in shock or fire,
 - f. Condition that presents the imminent possibility of injury,
 - g. Obstacles that prevent safe entrance to or exit from the unit,
 - h. Absence of a functioning toilet in the unit,
 - i. Inoperable smoke detector,
 - j. No gas in unit when the unit has gas appliances or fixtures,
 - k. No running water in unit,
 - l. No electrical power in unit,
 - m. From October 1st – March 31st, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - n. From April 1st – September 30th, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - o. The unit lacks hot water; or
 - p. Referrals to/from the City of Dallas.
6. If a family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Code Compliance Office.
7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will

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

D. Complaint Inspections

1. DHA shall respond to all families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.
2. Once the complaint is received, DHA shall notify the family and landlord of the complaint and give the landlord and/or family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
3. Hazards that pose no threat to the health and safety of families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.
4. Re-inspection Process: DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.

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

E. DHA-Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

F. Abatement of Housing Assistance Payment

DHA shall abate HAP to landlords for units that fail HQS when the landlord fails to make acceptable corrections within the required time frame and may take action to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program. DHA shall not abate payments to landlords for violations of HQS that are the family's responsibility. DHA shall offer housing mobility services to the family when payments to the owner are abated due to no fault of the family.

1. Mandatory Relocation of Family

- a. Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the family. DHA shall cancel the HAP contract when the family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
- b. If DHA initiates action to abate the unit, the family must move from the unit. If the family decides not to move, DHA shall terminate the assistance to the family in accordance with the HAP Contract.

2. HQS Violations Caused by the Family

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the family is not the responsibility of the landlord. DHA will terminate assistance to the family if the family fails to correct a HQS breach caused by the family member or by a guest.

The following actions constitute a family breach of the HQS:

- a. Tenant paid utilities that are not in service;
- b. Failure to provide and maintain any appliances that are to be provided by the family;
- c. Vermin infestation in the unit caused by the family's housekeeping; or
- d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility



The owner is responsible for all other HQS violations not listed in the family breach of HQS section listed above, even if the violation is a result of the family's living habits. If the family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the family from the property. (See family violation section listed above.)

The owner may choose to make repairs that result from a family's violation of the lease agreement and bill the family for the repair.

G. Screening and Security Deposit Requirements

1. DHA encourages landlords to screen all potential residents. Landlords need not accept families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units, or a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.
3. If requested, DHA will provide the landlord with the family's current address, as shown in DHA's records, and the name and address, if known, of the family's current and previous landlord.

H. HAP Execution Policies

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

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. DHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, DHA will explain the problems to the owner and

suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. DHA does provide a sample lease agreement that owners may opt to use.

I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits⁷, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA.
2. Any appliance, service, or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance, or other item.
3. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises are not acceptable.

J. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

K. Rent Reasonableness Determination

DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area.

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

DHA shall exercise this authority for all Section 8 Housing Choice Voucher tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

- a. Location and age of the unit;
- b. Unit size, including the number of rooms and square footage of rooms;
- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);
- d. The quality of the units including the quality of the original construction, maintenance and improvements made;
- e. Amenities, services, and utilities included in the rent;
- f. Availability of public transportation at or near the unit; and
- g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted through any of the following programs:

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

3. Rents Charged for Other Units on the Premises

- a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

- b. By accepting payment from DHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.
- c. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at 24 CFR §982.507, which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

- a. DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.
- b. DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.
- c. Section 24 CFR §982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the

form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

- a. The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.
- b. In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- c. Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.
- d. DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

L. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the family's share of the rent will not exceed 40 percent of the family's adjusted monthly income, DHA will execute a Housing Assistance Payment (HAP) Contract with the owner.
2. DHA shall execute HAP contracts for new admission families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.
3. DHA shall execute HAP contracts for moving families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating families on the last day of the month. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. If the family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the family will be responsible for the rent due to the landlord in one of the units (DHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).
4. DHA shall inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

M. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the landlord by the fifth of each month.
2. All HAP payments made by DHA to the landlord are deemed received by the landlord when the funds are wired by DHA to the landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the family. If the HAP contract has not been executed within 60 days of move in by the family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. DHA will not pay late fees on unpaid late fees.

No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the landlord or the HAP to be made by DHA.

DHA shall pay a late fee of \$50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made upon request from landlord, provided he/she has a policy and practice of collecting late fees from private market families residing in his/her units.

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

N. Rent Increases to Owners

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

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

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

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

O. Family Moves

1. Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

- a. Relocation directed by DHA;
 - b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;
 - c. Family need for an accessible unit to accommodate a member's disability;
 - d. Catastrophic disasters;
 - e. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;
 - f. Family size exceeds appropriate voucher size by two or more persons;
 - g. Family is moving to a neighborhood that is not economically impacted.
2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA's Vice President of Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

3. Moves within DHA's jurisdiction

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

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

conjunction with the scheduled Annual Recertification.

4. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to DHA, but not before the voucher has been issued.
5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
6. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Disability-related need, as documented by a qualified medical practitioner.
 - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
 - d. Reduction in the family's voucher size that results in the family paying excessive rent.
 - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - f. Voluntary moves after the first 12 months of occupancy.
 - g. All other moves.
7. DHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe DHA money, the family will be offered a new voucher to search for another unit.
8. At any time, DHA may deny permission to move due to the following if:
 - a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
 - b. The family does not allow DHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.
 - d. The family is verified to have committed any serious or repeated violations of the lease.
 - e. The family owes DHA or another PHA money for any reason.
 - f. DHA does not have sufficient funding for continued assistance.
 - g. The family is verified to have violated any family obligation.
 - h. For any other HUD-allowed reason.

9. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
 10. DHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify DHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.
 11. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.
- P. Owner Termination of a Participant's Lease: Grounds for Lease Termination
1. The owner may terminate the lease for lease violations at any time.
 2. The owner may terminate the lease for any other reason only after the initial period of the lease.
 3. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.
 4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.
- Q. Required Notice for Lease Termination
1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
 2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
 3. Owners must give written notice to DHA of any legal actions and are required to provide DHA with copies of all court action papers regarding program participants.
 4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies DHA with copies of all pertinent

legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.

5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
 - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
 - b. The owner can issue proper notice not to renew the Lease Agreement.
 6. The owner may not terminate tenancy for DHA's failure to pay the housing assistance payment.
- R. Change in Ownership or Property Management Company
1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.
 2. DHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

Section VII. Payment and Subsidy Standards

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

A. Payment Standards

1. DHA will establish program payment standards by balancing the competing needs of setting payment standards as low as possible to assist as the highest number of families within available funding, while still setting the standards high enough to ensure that families can find and lease housing in high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
2. DHA will monitor the effect of the payment standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will

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

4. The payment standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
 - a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
 - b. DHA shall avoid concentration of Section 8 Housing Choice Voucher families in high poverty areas;
 - c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. DHA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.
6. DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing subsidy standards. Maximum subsidy standards for an eligible family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody, between the time of application and admission will be added to the household when verification of the birth, adoption, or court awarded custody to a family member listed on the application is provided to DHA.

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

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not if the adults do not pass the criminal history screening.
4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the head of household with written notification of the determination within 14 calendar days of the family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. DHA's decision about whether or not to permit the addition of a live-in aide to a voucher household shall be based upon verification that:
 - a. The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at 24 CFR §8.3; and
 - b. A knowledgeable professional verifies that the live-in aide is needed because of the disability; and
 - c. That the individual proposed as the live-in aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the knowledgeable professional.
2. The family and live-in aide will be required to submit a certification that the live-in aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).
4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
5. Live-in aides are required to attend the annual recertification appointments with the head of household and DHA must reverify the eligibility of the household for a live-in aide in accordance with DHA's Reasonable Accommodation Procedure (357-1.1).

6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a “remaining member of a tenant/client family.”
7. The live-in aide must meet DHA’s screening criteria. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing agency in connection with any assisted housing programs.

D. Family Subsidy Standard During Program Participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher. Such additions to the family must be reported within 10 calendar days of occurrence.
2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.
3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), DHA will notify the head of household of the need to move and issue the family another Housing Choice Voucher at the termination of the family’s lease.

E. Occupancy Standards

1. Voucher size is one factor in determining the family’s level of assistance. The size of a voucher will be based upon the family/household composition.
2. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR §982.401 and 24 CFR §982.402), and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher.
3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.
 - a. At least one person must occupy each bedroom.
 - b. A maximum of two persons may occupy a bedroom or living/sleeping room.

- c. A one-person family will be issued a one-bedroom voucher.
- d. Two youth per bedroom, unless they are of different gender.
- e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.
- f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college, is considered a member of the family.
- g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.
- h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.
- i. A bedroom may be allocated for an approved live-in aide to provide continuous medical assistance to a disabled family member. Since a live-in aide is one person, no additional bedrooms will be considered for the live-in aide's family. A live-in aide must not have another residence, but rather must live in the unit.
- j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability as a reasonable accommodation. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.
- k. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

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

F. Unit Size Selected by Voucher Holder

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

The housing assistance payment (HAP) is based upon the lower of the payment standard for family unit size or the payment standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original family composition may be altered when the head of household leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the head of household permanently leaves the household.
2. If the head of household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult family member capable of assuming the head of household position, the voucher assistance will pass to that remaining family member, who will then become the head of household.
3. When the head of household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining family members, the family may designate any qualified family member as the head of household. The head of household must have

the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.
6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. An exception will be considered for the benefit of minor children where there is no eligible remaining family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as head of household, DHA may consider the addition of this adult as the head of household. The adult assuming the role as head of household must assume legal custody or kinship care of the minor children. The newly designated head of household must meet DHA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated head of household may assume permanent status as head of household if the initial head of household is unable to return to the unit and grants written authorization. In such cases, the initial head of household's claim to Section 8 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

H. Temporary Absence of Head of Household

If the head of household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the voucher HAP will be provided for a maximum of 90 days. The absent head of household's income will continue to be counted and the family will be responsible for their portion of rent to the landlord for the 90-day period. If the head of household is unable to return to the Housing Choice Voucher Program assisted unit after the 90-day period, DHA will no longer consider the absent family member the head of household and the family may utilize the provisions of Section G above.

I. Family Absences from the Unit

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

require advance approval by the owner and DHA. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.

2. Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.
3. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may determine not to terminate the HAP contract after 180 consecutive days due to extenuating circumstances (e.g., hospitalization, extended stays at nursing homes, caring for family members). The period of availability for the extension ends December 31, 2020, and the PHA may not extend the HAP contract beyond December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

J. Separation or Divorce

1. In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which family members continue to receive Section 8 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:
 - a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or
 - b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family members of the household; or
 - c. Grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
3. DHA will not grant both parents of minor children a voucher.

K. Determination of Family Share of Housing Cost

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

- c. DHA's minimum rent of \$50.00.
3. The actual amount of the family's contribution will be the total tenant payment (TTP) unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal TTP plus the amount by which the gross rent exceeds the payment standard.
- L. Exemption from Minimum Rent Requirement
1. Families paying the minimum rent required by DHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their family. DHA will consider the following hardships:
 - a. The family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program; or
 - b. The income of the family has decreased because of changed circumstances including loss of employment; or
 - c. A death in the family has occurred.
 2. The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested, and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

M. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 Housing Choice Voucher assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

N. Utility Allowance

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

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

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

O. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the family's total tenant payment, DHA shall issue the family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. Utility reimbursements are made using debit cards. If the value of the Utility Reimbursement is less than \$15 per month, the debit card will be reloaded quarterly, if more than \$15 per month, the debit card will be reloaded monthly.

Section VIII. Determining Income and Rent

A. Annual Income 24 CFR §5.609

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

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. See C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.3. below concerning treatment of lump-sum additions as family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. See paragraph C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

B. Non-Cash Contributions To Families

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

C. Excluded Income 24 CFR §5.609

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital

gains, one-time lottery winnings, and settlement for personal property losses (but see paragraph 5 above if the payments are or will be periodic in nature);

(See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits and veterans benefits)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution to pay tuition;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a client to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Deferred payments of VA disability benefits that are received in a lump sum payment;
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the

developmentally disabled family member at home;

18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

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

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

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

- 1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - 2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - 3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)
 - f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
 - g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407
 - h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. 20 USC 1087 uu

Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- i. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- m. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case “Elouise Cobell et al v Ken Salazar

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

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

E. Adjusted Income 24 CFR §5.611

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

1. For All Families

- a. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
- b. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
- c. Work-related Disability Expenses/Disability Assistance Allowance — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
- d. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included

would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- 1) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - 2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
2. For elderly and disabled families only:
- a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.
 - 1) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
 - 2) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - 3) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
3. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in Section XIII.
- F. Earned Income Disallowances (Adults with disabilities ONLY)
1. If a Voucher Client with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an

Earned Income Disallowance (EID) as described below. To qualify, a Voucher Client must qualify as a person with a disability and:

- a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies, for example) was received, it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the Voucher Client qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
 3. During the second 12 months after the date the client qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
 4. The disallowance periods described in number 2 and 3 above only occur while the resident is employed. If the client stops working, the disallowance stops and resumes again when the client goes back to work.
 5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the client first qualified for the EID.
 6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
 7. No one receives more than one EID in a lifetime.

G. Annual Recertification

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

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

3. Re-certification dates will change when a family moves.
4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.
5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.
6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however, accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.
7. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
8. If the family fails to bring and/or submit all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.

13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR §5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
15. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
16. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

H. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for interim re-examinations, including the use of EIV. During the allowable period of eligibility, DHA will accept self-certification as the highest form of income verification to process interim reexaminations. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. Due to the COVID-19 pandemic, and corresponding widespread closing of businesses and places of employment, DHA determined to prioritize processing decreases in household income for the period from March – June 2020, including effective dates beyond this range. For most cases, increases in income were deferred during this time period to the next annual re-examination.
4. DHA will process interim changes in rent in accordance with the chart below:

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

5. If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with

⁹ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (24 CFR §5.615).

economic self sufficiency requirements.

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

8. Required Interim Redeterminations

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

9. Timing of Interim Rent Adjustments

- a. Interim rent increases will be effective 30 days after the first of the month.
- b. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.
- c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
- d. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
- e. No retroactive rent decreases will be granted.
- f. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
- g. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
- h. If the family is responsible for delays in completing an interim re-certification, DHA

may terminate assistance.

- i. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
- j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

10. Interim Changes in Family Composition

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

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

11. DHA Addresses Changes in Family Composition

- a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
- b. DHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
 - 1) Relationships consistent with DHA's definition of family
 - 2) Temporary custody of foster children
 - 3) Other family member additions (e.g. kinship care)
- c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
- d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.
- e. Failure on the part of the owner to approve an additional family member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for DHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.

- f. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
 - g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
 - h. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
 - i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.
 - j. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.
 - k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.
- I. Adjustments to Income

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

1. \$480 for each dependent;

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

J. Verification of Income, Assets and Deductions

DHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income, and deductions from income or its own procedures. See Verification Procedure (610-1.2).

K. Computing Rent 24 CFR §5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.

2. Total Tenant Payment is the highest of:

- a. 30% of adjusted monthly income; or
- b. 10% of monthly income; or
- c. Minimum Rent of \$50.

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. 24 CFR §5.634

4. Rent to Landlord

a. Rent to landlord is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be \$50 per month.

6. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: 24 CFR §5.630

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of adjusted monthly income or 10% of monthly income

Section IX. Termination of Assistance

A. Terminations of Families' Assistance Based on Program Regulations

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

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

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

3. No family member certifies to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
4. Any member of the family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by DHA.
6. Families move out of their dwelling unit without giving proper written notice to DHA and their landlord.
7. DHA determines the landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the landlord's lease by the family, and it is verified that the family has failed to satisfy any such liability.
8. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the family has engaged in drug related criminal activity or violent criminal activity as outlined in Section IV B.
12. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, or stalking.
13. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
14. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

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

DHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

B. Terminations during a Funding Shortfall

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

C. Participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

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

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

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1) the length of the relationship;
 - 2) the type of relationship; and

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

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

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

8. Emergency transfer Plan.

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

E. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. DHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section X. Informal Hearings

A. Situations in which DHA will offer informal hearings

1. An informal hearing is offered to a participating family based on DHA's decision affecting the family in the Housing Choice Voucher Program in accordance with the procedures described in this section section.
2. DHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:
 - a. the amount of the total tenant payment or tenant rent;
 - b. appropriate utility allowance;
 - c. family unit size under payment standard;
 - d. termination of assistance;
3. DHA is not required to provide an opportunity for an informal hearing to review Authority determinations:
 - a. that are administrative determinations by DHA, or to consider general policy issues or class grievances.
 - b. that a unit does not comply with DHA's Housing Quality Standards, that the owner has

failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.

- c. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
- d. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in DHA's Housing Choice Voucher Program.

4. Notice to Participant

- a. DHA shall give the participant prompt written notice of the decision made regarding the stated issues in Section X.A.2.
- b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
- c. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
- d. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
- e. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
- f. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
- g. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

5. The Hearing Officer

- a. DHA will designate a hearing officer(s) to conduct the informal hearing.
- b. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

6. Rights of the Participant

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

7. Rights of DHA

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

8. Conduct of the Informal Hearing

- a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
- b. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
- c. Participants may not re-schedule a hearing more than once.

9. The Decision

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

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

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

- a. A matter for which DHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
- b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

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

Section XI. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program. 24 CFR §982.454.

A. Determination to Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any

contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

- a. an analysis of the amount of rent paid by each family; and
- b. an analysis of the length of time each family has been participating (in succession) on the program with a correlation of the income of each family and the amount of rent paid.

DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XI.A.

C. Resumption of Assistance for Impacted Families

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

Section XII: Special Programs, Features, and Options

A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special

criteria of each program. DHA may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH) Addendum 2

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Emergency Housing Voucher (EHV) Program- Addendum 12

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

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

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

3. Family Unification Program (FUP) Addendum 3

Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent

danger of losing their child(ren) to foster care due to the lack of adequate housing, or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating families. Following admittance into the Section 8 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

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

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

4. Mainstream Housing for Persons with Disabilities

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

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

When a voucher under this program becomes available for reissue (e.g., the family initially selected for the program terminates assistance or is unsuccessful in their search

for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program, in accordance with the priorities set forth above. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of disabled families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher Program if, as the result of a rent increase no later than one year after the date of the landlord's prepayment or voluntary termination, the family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

- a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 Housing Choice Voucher or Section 23 project-based contract;
- b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.
- c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.
- d. HUD Property Disposition: HUD becomes the landlord of the property through foreclosure and is either selling or closing the property.

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

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in

assisted living facilities rather than being moved to nursing homes or other medical facilities.

7. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by disabled families. When a voucher under this housing opportunity becomes available for reissue (e.g., the family initially selected for the program drops out or is unsuccessful in their search for housing), the voucher may be used only for the next eligible disabled family on the Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible disabled families to apply. Outreach may include contacting independent living centers, advocacy organization for persons with disabilities, and medical, mental health and social service providers for referrals of persons with disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Housing Choice Voucher program, all other program requirements will apply.

8. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing at the facility is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.

B. DHA's Special Programs

1. Project-Based Program (Addendum 7)

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

- a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit landlords and social service providers to provide housing opportunities for families with special needs.
- b. Project-Based Vouchers for the Elderly at Roseland Gardens: Participants in the Project-Based Housing for the Elderly includes families originally displaced from the Roseland Homes development and other one and two person families with all members 55 years of age or older.

- c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Housing Choice Voucher units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each client household written notice of this right at the time of signing the initial lease.
 - d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.
 - e. Replacement of ACC.
2. Walker Settlement Vouchers (Addendum 8)

DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.
 3. Community for Permanent Supported Housing (Addendum 11)

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

 - a. 12/15/2019 – 12/14/2020
 - b. 12/15/2020 – 12/14/2021
 - c. 12/15/2020 – 12/14/2022
 4. Section 8 Homeownership Program (Addendum 10)

DHA shall provide homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible families in attaining homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

Section XIII. Definitions of Terms Used in This Administrative Plan

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

Area of Operation – jurisdiction of DHA as described in state law and DHA’s Articles of Incorporation: the City of Dallas and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.

Assets – cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of net family assets for assets used to compute annual income. 24 CFR §5.603

Auxiliary Aids – services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. 24 CFR §8.3

Bifurcate – to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact. See 24 CFR §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care attendant – a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.

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

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

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

Covered Families for Welfare Benefits – families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – for the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. 24 CFR §5.A

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

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent – a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR §5.603

Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR §5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3% of annual income.

Disabled Family – a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR §5.403

Divestiture Income – imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of net family assets 24 CFR §5.603 in this section)

Domestic Violence – for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity – the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR §5.A

Economic Self-Sufficiency Program – any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. 24 CFR §5.603

Elderly Family – a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR §5.403

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

Eligible Immigration Status – for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of acceptable INS document. 24 CFR §50508

Emancipated Minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.

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

Family – two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the DHA’s HCV housing; OR two or more persons who are not so related, can verify shared income or resources who will live together in the DHA’s HCV housing.

The term family also includes:

1. elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. 24 CFR §§5 and 960
2. Live-in Aides (Definition #35) may also be considered part of the applicant’s/participant’s household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.
3. foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

These individuals are household members but are not family members and have no rights as “remaining family members”.

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

Foster Adult – an adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

Full-Time Student – a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. 24 CFR §5.603

Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR §5.A

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

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – the amount of annual income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. 24 CFR §5.615(b)

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

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

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
3. Major life activities are functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
4. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
5. “Is regarded as having an impairment” a physical or mental impairment that does not substantially limit one or more major life activities but that is treated as constituting such a limitation; or
6. A physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
7. Has none of the impairments defined in this section but is treated as if having such an impairment.

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

8. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism.
Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

Kinship care – an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public

Interest Law) The primary caregiver must be able to document kinship care, which is usually accomplished through school or medical records.

Live-in Aide – a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. 24 CFR §5.403

1. A family member, can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.
2. Before admitted a live-in aide to an HCV family, DHA shall verify through a qualified medical practitioner:
 - a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
 - b. The live-in aide is needed because of the family member’s disability; and
 - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.

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

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

Medical Expense Allowance – for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. 24 CFR §5.603

Minor – a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR §5.504

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

National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR §5.504

Near-elderly family – a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to

be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR §5.403

Near-elderly person – a person who is at least 50 years of age but below 62, who may be a person with a disability. 42 USC 1437a(b)(3)

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

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

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing savings funds before maturity.

Net family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

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

Other Person Under the Voucher Client’s Control – for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. 24 CFR §5.A

Person with disabilities¹⁰ 42 USC 1437a(b)(3) – a person¹¹ who:

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

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

¹¹ A person with disabilities may be a child.

2. Has a physical or mental impairment that:
 - a. Is expected to be of long continued and indefinite duration;
 - b. Substantially impedes his/her ability to live independently; and,
 - c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

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

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

Remaining Family Member – a remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

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

Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. 24 CFR §8.3

Service Provider – a person or organization qualified and experienced in the provision of supportive services and in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person – a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent – the amount payable monthly by the family as rent to landlord. If all utilities (except telephone) and other essential housing services are supplied by the DHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the DHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance. 24 CFR §5.6

Total Tenant Payment (TTP) – calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

Uniform Federal Accessibility Standards – standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR §40. See cross reference to UFAS in 504 regulations, 24 CFR §8.32 (a).

Utilities – water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. 24 CFR §965.473

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

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

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

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

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

5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence



Housing Solutions for North Texas

DHA FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN

SEPTEMBER 2022



**DHA FAMILY
SELF-SUFFICIENCY
PROGRAM**

DHA HOUSING SOLUTIONS FOR NORTH TEXAS
3939 N. HAMPTON RD. DALLAS, TX 75212

**DHA FSS ACTION PLAN
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CHAPTER 1: THE FAMILY SELF-SUFFICIENCY PROGRAM AND ACTION PLAN

INTRODUCTION

This chapter provides an overview of the family self-sufficiency (FSS) program and FSS action plan, including the purpose, organization, and required contents of the FSS action plan.

Part I: The Family Self-Sufficiency Program and Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: Requirements of the FSS Action Plan: This part covers action plan requirements, including development, revision, and contents of the action plan. It also contains information on family demographics, which is part of the required contents of the action plan.

PART I: THE FAMILY SELF-SUFFICIENCY PROGRAM AND ACTION PLAN

1-I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self-sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services to move toward economic self-sufficiency. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, family self-sufficiency became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the Bootstrap program. It remained a voluntary program in 1991 and 1992 but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA). In 2018, expansive changes were made to the FSS program by the Economic Growth, Regulatory Relief, and Consumer Protection Act known as “the Economic Growth Act” or “the Act.”

The purpose of the FSS program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS program are further elaborated upon in Chapter 2.

This family self-sufficiency program is administered by the DHA Housing Solutions for North Texas for the jurisdiction encompassing Collin, Dallas, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.

1-I.B. APPLICABLE REGULATIONS

Applicable regulations for Housing Choice Voucher (HCV) and public housing FSS programs include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Public Housing Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions
- 24 CFR Part 966: Public Housing Lease and Grievance Procedures
- 24 CFR Part 982: HCV Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 984: HCV and Public Housing Family Self-Sufficiency Program

1-I.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN

The Family Self-Sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in DHA'S Agency Plan. This FSS action plan is a supporting document to DHA Agency Plan and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define DHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS action plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

DHA is responsible for complying with all changes in HUD regulations pertaining to the FSS program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS program and the functions and responsibilities of DHA staff shall comply with DHA's personnel policy and HUD's family self-sufficiency regulations, as well as all HCV and public housing regulations, in addition to federal, state, and local fair housing laws and regulations.

PART II: REQUIREMENTS OF THE FSS ACTION PLAN

1-II.A. OVERVIEW

DHA must have a HUD-approved action plan before implementing an FSS program, regardless of whether the FSS program is a mandatory or voluntary program. Further, this action plan must comply with the requirements specified for the plan in the regulations [24 CFR 984.201(a)].

The regulatory requirements dealing specifically with the FSS action plan itself largely involve the development, revision, and required contents of the action plan. This part covers those requirements.

1-II.B. HUD APPROACH TO POLICY DEVELOPMENT

In developing policy for the FSS action plan, DHA need to be aware of the distinction HUD makes between mandatory and discretionary policies.

- *Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.
- *Discretionary policies* consist of those developed for areas in which DHA has regulatory discretion, or regarding optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects DHA to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies DHA has adopted. DHA's FSS action plan is the foundation of those policies and procedures for the FSS program. HUD's directions require DHA to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides DHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If DHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully consider those decisions.

1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION

Development of Action Plan [24 CFR 984.201(b) and (c)]

When developing an FSS action plan, a PHA must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).

For all voluntary or mandatory FSS programs, the PHA must submit its action plan and obtain HUD approval of the plan before it can implement the FSS program. This includes a voluntary program established because the PHA chose to implement an FSS program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

Single Action Plan [24 CFR 984.201(f)]

PHAs implementing both a HCV FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the DHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

DHA Policy

DHA is implementing HCV FSS program, which may include tenant-based HCV, HCV Homeownership, VASH, Project Based Vouchers, Walker Vouchers, and the Family Unification Program (FUP). DHA will submit one action plan, the policies in which apply to HCV Program.

Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless DHA proposes to make policy changes to the action plan, increase the size of a voluntary program, or revise the FSS action plan as needed to comply with changes in HUD regulations. DHA must submit any changes to the action plan to HUD for approval.

DHA Policy

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

1-II.D. CONTENTS OF THE PLAN [24CFR 984.201(d)]

HUD regulations state that there are several components that must be included in the FSS action plan. At a minimum, the action plan must cover the policies and procedures of DHA for operation of a local FSS program as follows:

- Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs of the families expected to participate in the program. (Chapter 1)
- Estimate of participating families, which means the number of families that can reasonably be expected to receive supportive services under the FSS program. (Chapter 2)
- Eligible families from any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation. (Chapter 2)
- A statement of DHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status, or national origin. (Chapter 4)
- A description of the incentives that DHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)
- Outreach efforts, which include a description of DHA's efforts to recruit eligible families, the actions the DHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how DHA will make this information known. (Chapter 4)
- A description of the DHA's activities and supportive services to be provided by both public and private resources to FSS families, and identification of these public and private resources. (Chapter 4)
- A description of DHA's method for identifying family support needs, including how DHA will identify the needs and deliver the services. (Chapter 4)
- A description of DHA's policies regarding program termination or withholding of services based on a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)
- Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS program will not affect the family's admission to the HCV or public housing program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)
- A timetable for implementation of the FSS program, including the schedule for filling FSS slots with eligible FSS families. (Chapter 2)
- A certification that development of the services and activities under the FSS program has been coordinated with programs under Title I of the Workforce Innovation and Opportunity

Act, other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area, and will continue to be coordinated to avoid duplication of services and activities.

Optional Additional Information [24 CFR 984.201(d)(13)].

- HUD encourages additional information in the action plan that would help to determine the soundness of DHA’s proposed FSS program.

DHA Policy

DHA will submit additional optional information in this action plan that will help HUD determine the soundness of the proposed FSS program.

This information includes:

Policies related to the modification of goals in the ITSP. (Chapter 5)

Policies on the circumstances in which an extension of the contract of participation may be granted. (Chapter 5)

Policies on the interim disbursement of escrow, including any limitations on the use of the funds. (Chapter 6)

Policies regarding eligible uses of forfeited escrow funds by families in good standing. (Chapter 6)

Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating. (Chapter 4)

Policies on requirements for documentation for goal completion. (Chapter 4)

Policies on documentation of the household’s designation of the “head of FSS family.” (Chapter 4)

Policies for providing an FSS selection preference for porting families if the PHA elects to offer such a preference. (Chapter 7)

1-II.E. DEMOGRAPHICS [24 CFR 984.201(d)(1)]

As part of the required contents of the FSS action plan, family demographics of the HCV participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants). These data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS program.

DHA Policy

Housing Choice Voucher	Total Families	Percent of Total
All Families	18,975	
Single	7,650	40%
Female HOH	15,806	83%
Male HOH	3,169	17%
Race		
White	1,816	10%
Black/African American	16,516	87%
American Indian/Alaska Native	50	0.2%
Asian	355	1.5%
Native Hawaiian/Other Pacific Islander	99	0.5%
Multiple Races	139	0.8%
Ethnicity		
Hispanic or Latino	1,058	6%
Not Hispanic or Latino	17,917	94%
Income		
Extremely Low-Income	15,340	15%

Very Low-Income	2,859	81%
Low-Income	711	3.7%
Not Low Income	65	0.3%
HOH Income from Wages	6119	32%
Other Member Income from Wages	758	
HOH Income from TANF	135	1%
Other Member Income from TANF	20	
HOH Income from SSI	4173	22%
Other Member Income from SSI	1750	
Number of Children		
0	7,808	
1-2	5,901	
3-4	2,986	
5 or more	683	
Total Number of Family Members		
1-2	10,844	57%
3-4	5,555	29%
5 or more	2,576	14%
Persons with Disabilities		
HOH Person w/ Disabilities (HUD)	7,871	42%
Family Members w/ Disabilities	10,560	56%

CHAPTER 2: PURPOSE, SCOPE, AND APPLICABILITY OF THE FAMILY SELF-SUFFICIENCY PROGRAM

INTRODUCTION

This chapter contains information about the FSS program’s purpose, size, and measurable objectives as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served, and the size of the DHA’s voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

Part I: The Purpose and Basic Requirements of the FSS program: This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

Part II: The Scope of the FSS program: This part contains information about housing assistance programs eligible to participate in FSS, the size of DHA’s FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

Part III: Program Operation: This part specifies the requirements for FSS program operation, including voluntary FSS program implementation.

Part IV: The Definitions of Terms Used in the DHA’s FSS program: This section contains both HUD and PHA definitions for terms used in this policy document.

PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM

2-I.A. PURPOSE

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of HCV programs with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

In addition to this broader national goal of the FSS program, DHA also establishes a local goal consistent with DHA’s mission statement to serve as a guide for establishing policy and implementing the FSS program.

DHA Policy

DHA’s local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a “living wage.” This wage would pay for the family’s basic needs without the use of government subsidies.

2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102]

In order to reach the FSS national program goal, HUD has defined its FSS program objective as to reduce the dependency of low-income families on welfare assistance and on housing subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency. As with the goals of the program, FSS program objectives are defined on the national level through FSS regulation, and on the local level by DHA policy.

DHA Policy

On the local level, DHA will achieve the national program objective by offering low-income families a broad range of services through partnering with the program coordinating committee (PCC). These services will provide long-term education, job training, counseling, and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2-I.A. of this document.

2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]

An FSS program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS action plan (as required in 24 CFR 984.201, provide comprehensive supportive services as defined in 24 CFR 984.103, and operate in compliance with nondiscrimination and equal opportunity requirements.

PART II: SCOPE OF THE FSS PROGRAM

2-II.A. HOUSING-ASSISTED FAMILIES ELIGIBLE TO PARTICIPATE IN FSS

The HCV programs through which families are eligible to participate in the FSS program was expanded by the 2018 Economic Growth Act to allow participants in HCV Homeownership, VASH, Project Based Vouchers, Walker Vouchers, and the Family Unification Program (FUP)

2-II.B. PHAs REQUIRED TO OPERATE AN FSS PROGRAM

Each PHA that received funding for HCV rental certificates or vouchers under the combined FY 1991/1992 FSS incentive award competition also must operate a HCV FSS program.

In addition, unless the PHA receives an exemption under 24 CFR 984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a HCV FSS program.

Every PHA that was required to administer an FSS program on May 24, 2018 (the enactment date of the Economic Growth, Regulatory Relief, and Consumer Protection Act) must

continue to operate that FSS program for the total number of families determined by HUD on that date unless the PHA receives an exception as described in 24 CFR 984.105(d).

Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]

PHAs that are required to operate an FSS program under 24 CFR 984.101 are subject to a minimum program size requirement.

DHA Minimum Program Size

As determined by HUD as of July 31, 2022, DHA's FSS MMPS is **988**.

Maintaining Mandatory Minimum Program Size

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants successfully complete the program. Per the regulation, for each family that completes the program by fulfilling its FSS contract of participation on or after May 24, 2018, the mandatory minimum program size for a PHA's FSS program is reduced by one slot. However, if an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR 984.105(b)(2)].

DHA Policy

DHA will reduce the FSS mandatory minimum program size by one for each family that completes the program by fulfilling its FSS contract of participation.

Option to Operate Larger FSS Program

A PHA may choose to operate an FSS program of a larger size than the minimum required by HUD [24 CFR 984.105(a)(3)].

DHA Policy

DHA will not operate an FSS program of a larger size than its mandatory minimum program size.

Exception to Program Operation [24 CFR 984.105(c)]

The requirement to establish and carry out an FSS program may be waived with approval from HUD. In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS program is not feasible because of a lack of accessible supportive services funding, a lack of the availability of programs under the Workforce Innovation and Opportunity Act, a lack of funding for reasonable administrative costs, a lack of cooperation by other units of state or local government, or a lack of interest in participating in the FSS program on the part of eligible families.

An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

Reduction in Program Size

Rather than a full exception to program operation, a PHA may also be permitted to operate an FSS program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR 984.105(d)].

Expiration of Exception

The approval for a full or partial exception to the FSS minimum program size requirement expires five years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR 984.105(e)].

2-II.C. COOPERATIVE AGREEMENTS [24 CFR 984.106]

A PHA may enter into a Cooperative Agreement with one or more multifamily-assisted housing owners to voluntarily make the PHA's FSS program available to the owner's housing tenants.

The Cooperative Agreement must include all the requirements for such agreements found in 24 CFR 984.106 and 24 CFR 887.107.

DHA Policy

DHA will not enter into a Cooperative Agreement with the multifamily assisted housing owner(s) to voluntarily make its FSS program available to those owner's housing residents.

2-II.D. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]

The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program based on available and anticipated federal, tribal, state, local, and private resources.

DHA Policy

DHA estimates that approximately 988 eligible FSS families can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated federal, tribal, state, local, and private resources. This is calculated based on the table below. This is our best estimate at this time, and it includes the mandate for the HCV program and counts graduates from HCV program.

As of 5/24/2018 Number of Participants Mandated in HCV	FSS Graduates	Remaining Mandatory Slots
1041	53	988

2-II.E. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]

If applicable, DHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

DHA Policy

DHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

2-II.F. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]

A PHA that wishes to operate a joint FSS program with other PHAs or owners of multifamily assisted housing may combine its resources with one or more of these entities to deliver supportive services under a joint action plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

DHA Policy

DHA will not combine its resources with any other PHA to deliver support services, have a joint action plan, or establish or operate a combined FSS Program.

PART III: PROGRAM OPERATION

2-III.A. OVERVIEW

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when DHA is expected to have attained full enrollment. A timetable illustrating when DHA intends to meet these deadlines is included as part of the required contents of the action plan.

2-III.B. PROGRAM IMPLEMENTATION DEADLINE

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

Voluntary Program [24 CFR 984.301(a)]

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied (see Sections 1-II.A.–1-II.D.).

2-III.C. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(13)]

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan.

DHA Policy

For mandatory FSS programs, DHA has the obligation to continue to fill their mandatory FSS slots effective July 31, 2022, as determined by the HUD field office.

DHA has implemented its FSS program for many years and will continue to implement it per this FSS Action Plan.

PART IV: DEFINITIONS

2-IV.A. DEFINITIONS [24 CFR 984.103]

The terms *1937 Act*, *fair market rent*, *HUD*, *low-income family*, *public housing*, *public housing agency (PHA)*, *secretary*, and *HCV*, as used in this document are defined in the 24 CFR Part 5.

The term *very low-income family* is defined in 24 CFR 813.102 and 24 CFR 913.102.

The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

Baseline annual earned income means the FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. When calculating baseline annual earned income, all applicable exclusions of income must be

applied, *except for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may apply to the determination of annual income.

Baseline monthly rent means 1) the FSS family's total tenant payment (TTP), as of the effective date of the FSS contract, for families paying an income-based rent as of the effective date of the FSS contract; or 2) the amount of the flat or ceiling rent (which includes the applicable utility allowance), and including any hardship discounts, as of the effective date of the FSS contract.

For families paying a flat or ceiling rent this is as of the effective date of the FSS contract.

Benefits means a government benefit of money or monetary value given to an individual by a federal, state, or local government agency for purposes of financial assistance, including but not limited to, Medicaid, supplemental nutritional assistance program benefits and Social Security, Temporary Assistance for Needy Families, and unemployment compensation benefits.

Benefits cliff means the sudden and often unexpected decrease in public benefits that can occur with a small increase in earnings. When income increases, families sometimes lose some or all economic supports.

Certain interim goals mean the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date.

Certification means a written assertion based on supporting evidence, provided by the FSS family or the PHA or owner, which must be maintained by the PHA or owner in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification. These must be made available for inspection by HUD, the PHA or owner, and the public, when appropriate. In addition, these will be considered accurate unless the Secretary or the PHA or owner, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

Chief executive officer (CEO) means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.

Contract of participation (CoP) means a contract in a form approved by HUD, entered into between a participating FSS family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered in between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303.

Current annual earned income means the FSS family's total annual earned income from wages and business income (if any) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract. When calculating current annual earned income, all applicable exclusions of income will apply, including any disregarded earned

income and other adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income.

Current monthly rent means either the FSS family's TTP as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying an income based rent as of the most recent reexamination of income; or the amount of the flat rent, including applicable utility allowance or ceiling rent. This amount must include any hardship discounts, as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying a flat rent or ceiling rent as of the most recent reexamination of income.

Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Eligible families for the FSS program means current participants in HCV, residents of public housing, or residents in multifamily-assisted housing if a Cooperative Agreement exists.

Enhance the effectiveness of the FSS program means a demonstrable improvement in the quality of an FSS program in which the enrollment ratio, escrow balance average, and graduation rate is at or above the national average as measured in HUD's Composite Scores in FR Notice 11/15/18.

Enrollment means the date that the FSS family entered the contract of participation with the PHA.

Family self-sufficiency program or *FSS program* means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS escrow account means the FSS escrow account authorized by section 23 of the 1937 Act.

FSS escrow credit means the amount credited by the PHA to the participating family's FSS account.

FSS family means a family that receives HCV assistance or resides in public housing (section 9), that elects to participate in the FSS program, and whose designated adult member (head of FSS family) has signed the CoP.

FSS family in good standing means an FSS family that is in compliance with their FSS CoP, has either satisfied or are current on any debts owed the PHA or owner, and is in compliance

with the regulations in 24 CFR Part 5 regarding participation in the relevant rental assistance program.

FSS-related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of *supportive services*.

FSS slots refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective HCV and public housing FSS program.

FSS Program Coordinator means the person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal setting and case management/coaching of FSS participants; collaborating with the community and service partners; and tracking program performance.

FY means DHA fiscal year (starting with January 1, and ending December 31, and designated by the calendar year in which it ends).

Head of FSS family means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

Individual Training and Services Plan (ITSP) means a written plan that is prepared by the PHA in consultation with a participating FSS family member (the person with for and whom the ITSP is being developed), and which describes the final and interim goals for the participating FSS family member, the supportive services to be provided to the participating FSS family member, the activities to be completed by that family member, and the agreed upon completion dates for the goals, and activities. Each ITSP must be signed by the PHA or owner and the participating FSS family member and is attached to and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS program, including the head of FSS family who has signed the CoP.

Knowledgeable professional means a person who is knowledgeable about the situation, has training, education, certification, or licensure provided by recognized professional associations and institutions that legitimizes their professional opinion, is competent to render a professional opinion, and is not able to gain, monetarily or otherwise, from the DHA FSS program decision in the area to which they are certifying.

Multifamily-assisted housing, also known as project-based rental assistance (PBRA), means rental housing assisted by a HCV Housing Payments Program, pursuant to 24 CFR Parts 880, 881, 883, 884, and 886.

Other costs related to achieving obligations in the contract of participation means any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP.

Participating family is defined as *FSS family* in this section.

Program coordinating committee (PCC) means the committee described in 24 CFR 984.202.

Public housing means housing assisted under the 1937 Act, excluding housing assisted under HCV of the 1937 Act.

HCV means assistance provided under HCV of the 1937 Act (42 U.S.C. 1437f). Specifically, multifamily-assisted housing, as defined in this section; tenant-based and projectbased rental assistance under HCV(o) of the 1937 Act; the HCV homeownership option under HCV(y) of the 1937 Act; Family Unification Program (FUP) assistance under HCV(x) of the 1937 Act; and the HCV Moderate Rehabilitation (Mod Rehab) for low-income families and Moderate Rehabilitation Single Room Occupancy (Mod Rehab SRO) for homeless individuals under 24 CFR part 882.

Self-sufficiency means that an FSS family is no longer receiving HCV, public housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance.

Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

Supports means, but is not limited to, transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator.

Supportive services mean those appropriate services that a PHA will coordinate on behalf of an FSS family under a CoP. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; and personal welfare services that include substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual's rights under the Fair Housing Act) and financial empowerment that may include financial literacy, coaching, asset building, money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Unit size or *size of unit* refers to the number of bedrooms in a dwelling unit.

Very low-income family is defined as set out in 24 CFR 813.102

Welfare assistance means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to

meet a family's ongoing basic needs. Welfare assistance does not include nonrecurrent, short-term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps and emergency rental and utilities assistance; and SSI, SSDI, or social security.

CHAPTER 3: PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan. The policies and practices are discussed in two parts:

Part I: Staffing, Fees and Costs, and On-Site Facilities: This part describes identifying appropriate staff and contractors to operate the FSS program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

Part II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement in all FSS programs other than multifamily housing assistance. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

PART I: STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES

3-I.A. OVERVIEW

Several functions of program administration are crucial to running an FSS program. DHA may need to employ a program coordinator or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work to keep the program running smoothly.

3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS [24 CFR 984.301(b)]

PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS program. If DHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators. If DHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS program, and whether the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

DHA Policy

DHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.

3-I.C. FSS PROGRAM COORDINATOR RESPONSIBILITIES

Primary Role of the FSS Program Coordinator

The FSS Program Coordinator is responsible for building partnerships with service providers in the community, working with the Program Coordinating Committee (PCC) and local service providers to ensure that FSS program participants are linked to the supportive services they need to achieve self-sufficiency, preparing an Individual Training and Services Plan (ITSP) for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, making certain that the services included in the participants' CoP are provided on a regular, ongoing, and satisfactory basis, ensuring FSS participants are fulfilling their responsibilities under the CoPs, monitoring progress of participants, and establishing and properly maintaining FSS escrow accounts for eligible families. FSS coordinators may also provide outreach, recruitment, goal setting, case management and coaching for FSS participants, and tracking of FSS program performance.

FSS Program Coordinators funded under the FSS Coordinator Notice of Funding Opportunity (NOFO) may not perform the routine public housing or HCV program functions of housing eligibility, leasing, rent calculation, and portability that are funded through HCV administrative fees or public housing operating funds unless doing so would enhance the effectiveness of the program. If conducting these functions would enhance the effectiveness of the FSS program, the PHA must seek prior approval from HUD of those enhancements to the FSS program and certify that doing so will neither interfere with the FSS Coordinator's ability to fulfill their primary role nor be used to balance or fill in for gaps in traditional staffing.

Performance of routine HCV or public housing functions for non-FSS families does not enhance the effectiveness of the FSS program and is therefore an ineligible use of FSS funds [2021 FSS NOFO, p. 36].

DHA Policy

DHA will not require the FSS Program Coordinator to perform the routine program functions of housing eligibility, leasing, rent calculation, and portability that are funded through HCV administrative fees.

3-I.D. ADMINISTRATIVE FEES AND COSTS

The Consolidated Appropriations Act of 2014 combined funding streams for the HCV and public housing FSS programs. FSS funding is now awarded through one NOFO. Use of this funding is no longer restricted to the applicable program and funding now may be used to serve HCV FSS participants. Funding for FSS Coordinators salary, benefits, and training as well as limited administrative costs is awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), rather than as an amendment to the DHA's Annual Contributions Contract (ACC). These funds are separate from other available funds that may be used.

HCV FSS Program

In the HCV programs, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(b)].

In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

See 24 CFR 982.152 and PIH 2022-18 for details on the eligible use of administrative fees.

3-I.E. SUPPORTIVE SERVICES FEES AND COSTS HCV FSS

Supportive Services

The PHA may seek additional funds from HUD through submitting grant applications or seek grants from other sources when available.

In addition to other grant sources, the FSS forfeited escrow account can fund FSS supportive services. See Section 6-I.E. for eligible supportive services costs.

3-I.F. USE OF FORFEITED ESCROW ACCOUNTS FUNDS

In addition to other grant sources, the FSS forfeited escrow account funds must be used for the benefit of FSS participants, which includes supports and other costs for FSS participants in good standing. HUD does not provide an exhaustive list of these supports. However, the supports include, but are not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the contract of participation as well as training for FSS Program Coordinators provided such forfeited funds are available.

DHA Policy

DHA will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses is needed to complete an interim goal, a final goal, or a task related to such goals in the ITSP.

DHA will define *supports and other costs related to achieving obligations in the CoP* as any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s).

DHA will define *necessary to complete* as meaning that no other resources are available in the community either because such a resource is non-existent or that

resources are utilized above capacity and agencies cannot, for an in determined period, provide such a resource.

DHA will provide funds from the forfeited escrow account to FSS participants in good standing so long as the funds requested are needed to complete an interim goal or task within the CoP and are not ongoing expenses.

DHA will prioritize requests for funds from forfeited escrow accounts initially on a first come first served basis based on the date and time of the request. After that order is established, while still preserving the first come first served basis, DHA will apply the following priorities:

Priority 1: Funds to meet a goal in the ITSP that is necessary to ensure the safety and wellbeing of victims of domestic violence, dating violence, sexual assault, and stalking as defined in DHA's HCV Administrative Plan regarding VAWA.

Priority 2: Funds to meet a goal in the ITSP that is necessary to stabilize health, safety, and welfare of the FSS participant or family that if left unattended would jeopardize education, training, or employment.

Priority 3: Funds to meet a goal in the ITSP that is necessary to further education, training, and employment goals in the ITSP including childcare, transportation, and medical costs if the lack of any of these prevents completion of the education, training, and employment.

Priority 4: Funds to meet a goal in the ITSP that is necessary to further any other goal or tasks.

3-I.G. ON-SITE FACILITIES

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS program. This includes using such areas for participants in a HCV FSS program.

DHA Policy

DHA will make office space at 3939 N. Hampton Dallas, TX 75212 available to provide supportive services under the HCV FSS program, along with other DHA owned non-dwelling space as needed and available.

PART II: PROGRAM COORDINATING COMMITTEE

3-II.A. OVERVIEW

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].

The PCC must consist of specific members, which are dependent upon whether the PHA is operating HCV, public housing, or multifamily assisted housing FSS programs. In addition to these required members, the PCC may also include additional members recommended by regulation.

3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP

Required PCC Membership [24 CFR 984.202(b)(1)]

The PCC required members consist of representatives of the PHA, including at least one FSS Program Coordinator, and one or more participants from each HUD rental assistance program (HCV or Project-based) served by the PHA's FSS program.

DHA Policy

DHA's representatives to the program coordinating committee will be FSS Program Supervisor or Director and at least one FSS Program Coordinator and one or more participants from each of the housing programs in which there is an FSS program: HCV and Project-Based, as applicable.

Assistance in Identifying Potential PCC Members [24 CFR 984.202(b)(1)]

The PHA may seek assistance from area-wide, city-wide, or development-based resident councils, the resident management corporation, or the Resident Advisory Board, in identifying potential PCC members.

DHA Policy

DHA will seek assistance in identifying potential members of the PCC from area-wide, city-wide, and development-based resident councils, the resident management corporation, or the Resident Advisory Board.

Recommended PCC Membership [24 CFR 984.202(b)(2)]

Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Innovation and Investment Act, and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

DHA Policy

DHA's FSS program coordinating committee membership may include leadership from the following organizations:

Texas Workforce

Commission 3to1

Foundation

WINGS Dallas

Dallas County Home Loan Counseling

Center Child Care Group (CCMS)

DART

Dallas County Community College

Consumer Credit Counseling Service of Greater Dallas,

Inc. Dallas Independent School District

Enterprise Foundation

3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, if the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

DHA Policy

DHA will not utilize an existing entity as its program coordinating committee. This policy does not prevent DHA from utilizing some or all of its required PCC membership to satisfy grant requirements on committee stewardship.

CHAPTER 4: SELECTING AND SERVING FSS FAMILIES

INTRODUCTION

FSS regulations require that DHA include in its action plan a statement indicating how it will select families for participation in the FSS program. This includes outreach, waiting list management, and other selection procedures. When followed, DHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

Once selected for participation in the FSS program, families are to be provided various activities and supportive services so that they may obtain the education, employment, business, and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS action plan.

This chapter contains three parts:

Part I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives DHA will offer and the outreach efforts DHA will use to encourage participation and recruit eligible families for the FSS program and contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether DHA will use preferences for family selection and which preferences DHA will employ if they choose to do so. In addition, this part describes the selection factors DHA will use in screening families for participation in the FSS program.

Part III: Activities and Support Services: This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method DHA will use to identify family support needs, and covers the required certification of coordination.

PART I: INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE

4-I.A. OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, coaching, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, DHA also conduct outreach to recruit FSS participants from among eligible families. As part of this process, families need to know that their choice as to whether to participate in the FSS program will not affect their admission to the HCV programs, nor will it affect their right to occupancy. This part describes DHA's policies regarding these issues, all of which are required aspects of the FSS action plan.

4-I.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

By regulation, the FSS action plan must include DHA’s incentives plan—a description of the incentives that DHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by DHA.

DHA Policy

DHA will offer the following services, as needed to complete obligations in the contract, to its FSS participants as incentives to participate in FSS.

Incentive	Provided By	Description
FSS escrow account	DHA	An interest-bearing escrow account where the difference from baseline rent and rent increase due to income increases is deposited and accrues on a monthly basis.
Case management/Coaching	FSS Coordinators	An enhanced support system and holistic case management which includes ongoing individual assessment, service plan development, follow-up/monitoring of ITSP progress and career exploration or coaching.
Information and referrals to services	FSS Coordinators	Enhanced access to educational, training, and employment opportunities. Access to free or reduced cost services and access to multiple financial literacy, credit building, home buying, car buying, and other important life skill workshops.
Educational workshops	Agency Partners	Collaborative services and/or referrals to approved partner agencies for services similar to those listed above.

Preparation for homeownership programs	FSS Coordinators	Collaborative services and/or referrals to help clients meet DHA requirements to be considered for Homeownership Voucher.
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4-I.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)]

In addition to offering incentives for FSS participation, DHA also conduct outreach to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions DHA will take to assure that both minority and nonminority groups are informed about the FSS program, and how DHA will make this information known.

DHA Policy

DHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

Location/Activity	Staff/Partner	Method	Language
Briefings/Orientations	DHA Staff Specialist	Flyer Presentation	English Spanish As Needed
Interims/Recertifications	DHA Staff Specialist	Flyer Posters Presentation Referral Form	English Spanish As Needed
Transfers/Portability	DHA Staff Specialist	Flyer Posters Presentation Referral Form	English Spanish As Needed
Lobby	DHA Staff Receptionist	Flyer Posters Referral Form Video	English Spanish As Needed

Waiting Room	DHA Staff	Flyer Posters	English Spanish
		Video	As Needed
Inspections	DHA Staff Inspector	Flyer	English Spanish As Needed
DHA Website Social Media	DHA Staff	Video Presentation	English Spanish As Needed

4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]

A family’s housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS program, and DHA need to make this known as part of the recruitment process. For this reason, DHA’s action plan must include an assurance that a family’s decision to not participate in DHA program will not affect the family’s admission to the HCV or public housing programs, nor will it affect the family’s right to occupancy in accordance with the lease.

DHA Policy

Participation in the FSS program is strictly voluntary. HCV participants will be notified in all literature and media presentations related to the FSS program that should they decide not to participate in the FSS program, it will not affect their HCV or public housing. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

PAR II: FAMILY SELECTION

4-II.A. OVERVIEW

The FSS action plan is required to contain a statement indicating the procedures for selecting families for FSS program participation, including a description of how DHA will do so without regard to race, color, religion, sex (including actual or perceived gender identity), familial status, or national origin. This part describes these procedures, considering whether DHA will use preferences for family selection and which preferences DHA will employ if they choose to do so, in addition to defining the factors DHA will use in screening families for program participation.

4-II.B. FSS SELECTION PREFERENCES

As part of the process for selecting families for participation in the FSS program, DHA may choose whether to employ the use of preferences. If DHA so chooses, it has the option of giving a selection preference for up to 50 percent of its FSS program slots to eligible families who have one or more family members currently enrolled in an FSS-related service program. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should DHA choose to adopt such a preference, it would need to include the following information in its action plan:

- The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]

DHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

DHA Policy

DHA has not adopted a selection preference.

DHA may use either of the following to select among applicants on the FSS waiting list with the same preference status [24 CFR 984.203(b)]:

- Date and time of application to the FSS program; or
- A drawing or other random choice technique.

DHA Policy

DHA chooses not to exercise a selection preference.

4-II.C. SELECTION FACTORS

Many factors contribute to whether DHA may choose to select a family for participation in the FSS program. These selection factors can help DHA screen families for admission, and ultimately contribute to DHA's decision to either allow or deny a family's admission into the FSS program.

Motivation Selection Factors [24 CFR 984.203(d)(1)]

DHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by DHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, DHA must only apply motivational screening factors that are permissible under the regulations.

Permissible Motivation Selection Factors

Permitted motivational factors include requiring attendance at FSS orientation sessions or preselection interviews or assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level, abilities, or disabilities, if any. Reasonable accommodations must be made for individuals whose disability (mobility, manual, sensory, speech impairments, mental, or developmental disabilities) creates a barrier to accomplishing the tasks [24 CFR 984.203(d)(2)].

DHA Policy

DHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. DHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, if the family needs either childcare or transportation to be able to attend, or requests an accommodation for a disability, DHA will either refer the family to available services or exempt the family from this screening factor.

Prohibited Motivation Selection Factors

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or nonminority groups [24 CFR 984.203(d)(3)].

Other Selection Factors

In addition to motivational screening, DHA may also wish to screen families for the following additional factors.

PHA Debt Selection Factor

DHA may deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance [Notice PIH 93-24, B-18].

DHA Policy

DHA will deny FSS participation to a family if the family owes DHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to DHA who have entered into a repayment agreement and are current on that repayment agreement will not be denied FSS participation.

Unavailable Support Services Selection Factor

If DHA determines, after consulting with the family, that a missing service is essential to the family's needs, DHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

DHA Policy

If a reasonable attempt at securing services has been made, and essential services are still unavailable or missing, DHA may skip that family and offer the FSS slot to the next family for which services are available.

Previous Participation Selection Factor

DHA may refuse to select a family for participation in the FSS program a second time if that family previously participated unsuccessfully (i.e., the family participated, did not meet its FSS obligations, and was terminated from the FSS program) [Notice PIH 93-24, B-14].

DHA Policy

DHA will not refuse to select a family for participation in the FSS program a second time if that family previously participated and did not complete.

DHA will not enroll a family for participation in the FSS program a second time if that family previously participated, completed the COP, and received a final distribution of their escrow account if their employment skills or wages are below the level needed to achieve economic self-sufficiency (a wage that pays for basic needs without the use of subsidies).

4-II.D. SELECTION OF HEAD OF HOUSEHOLD

Each eligible family that is selected to participate in an FSS program must enter a contract of participation with DHA. There will be no more than one contract at any time for each family. There may be an ITSP for as many members of the family who wish to participate. The contract shall be signed by a representative of DHA and the head of FSS family, as designated by the family. This head of FSS family does not have to be the same as the official head of household for rental assistance purposes [24 CFR 984.303(a)].

DHA Policy

DHA will meet with the family and detail the obligations, rights, and privileges that pertain to the FSS head of household and require each adult family member to certify their agreement as to their designated head of the FSS family. These certifications will be a permanent part of the FSS family's record and will be updated with each change of head of household.

PART III: ACTIVITIES AND SUPPORT SERVICES

4-III.A. OVERVIEW

Once families are admitted to the FSS program, DHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of HCV programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. As such, upon selection, families are matched with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. This is a vital element of the FSS program. DHA must make a good faith effort to replace the obtained services from another agency.

4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS [24 CFR 984.201(d)(8)]

Before DHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. The action plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.

DHA Policy

Supportive service needs are identified by completion of a needs assessment with the FSS coordinator or case manager before completion of the initial Individual Training and Services Plan (ITSP), which occurs prior to signing the contract of participation (COP).

After enrollment in the FSS Program, needs assessment results may also be used to modify the ITSP and supportive services, if requested by the family and in accordance with HUD regulations and DHA policy.

4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION [24 CFR 984.201(d)(7)]

As part of the required contents of the action plan, DHA must both describe the activities and supportive services to be provided by public and private resources to FSS families and identify the public and private resources that are expected to provide the supportive services.

Of course, this task assumes that the DHA has first identified the needed activities and supportive services.

DHA Policy

DHA’s FSS program, through its partners on the program coordinating committee, will provide the following activities and support services to FSS families:

Support Service General	Support Service Specific	Source/Partner
Assessment	Vocational Assessment Educational Assessment Vocational Planning Educational Planning Disability Assessment Disability Vocational Assessment/Planning Disability Educational Assessment/Planning Drug/Alcohol Assessment Drug/Alcohol Planning	Adult Basic Education Career Center Community College Community Based Organizations Career Center Community College Vocational Rehabilitation Health Department Career Center Community-based Organizations
Education	High School English as a Second Language GED Post-secondary College	High School Adult Basic Education Community College University

Training	Skills Training Emerging Technologies Training Biomedical Training On-the-Job Training Functional Context Training	Adult Basic Education Community College University Community-based Organizations Workforce Innovation/American Job Centers
Support Service General	Support Service Specific	Source/Partner
Job Search Assistance	Resume Preparation Interviewing Skills Dress for Success Workplace Skills Job Development Job Placement	Adult Basic Education Community College University Community-based Organizations Workforce Innovation/American Job Centers
Transportation	Bus Train/Trolley	Metropolitan Transit
Health Care	Alcohol and Drug Prevention Alcohol and Drug Treatment	HMO Health Department Community Clinic General Hospital
Child Care	Infant Care Toddler Care Preschool Care Afterschool Care Homework Assistance	Child Care Resource Parks and Recreation
Financial Literacy	Financial Education Financial Coaching Debt Resolution Credit Repair	Adult Basic Education Community College University Community-based Organizations

	Representation Document Review Counsel or Advice	ACLU Legal Aid
Legal Services		
Child/Adult Protective Services	Needs Assessment Case Planning Information Referral Crisis Management	Senior Services Adult Services In-home Support Services Adult Abuse Hotline Child Abuse Hotline Foster Care Adoption Services
	Crisis Assessment Crisis Intervention Crisis Management Crisis Resolution	Crisis Team Senior Crisis Team Poison Center Domestic Violence Shelter
Crisis Services		
Support Service General	Support Service Specific	Source/Partner
Mentoring	Mentoring Match	Adult Basic Education Community College Workforce Investment Act Youth Programs Community-based Organizations
	Training Planning Technical Assistance Mentoring	Microbusiness Assistance Program Small Business Administration Business Incubator
Micro and Small Business Development		
Homeownership	Training Planning Debt Resolution	Public Housing Authority Housing Counseling Organization Community-based Organizations

Individual Development Accounts	Match Savings Accounts Distribution of IDA Funds	Public Housing Authority TANF Office of Community Services in DHHS Office of Refugee Resettlement Beginner Farmers and Ranchers Community-based Organizations
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4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(D)(12)]

The FSS action plan is required to contain a certification that the development of the activities and services under the FSS program has been coordinated with the JOBS program (now Welfare to Work under TANF), the programs under title I of the Workforce Innovation and Opportunity Act, and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program’s activities and services must continue to be coordinated as such to avoid duplication of activities and services.

DHA Policy

DHA certifies that its FSS program has developed its services and activities in coordination with programs under Title I of the Workforce Innovation and Opportunity Act, Workforce Investment Board and American Job Centers (also known as Workforce Centers or One Stop Career Centers), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner to avoid duplication of activities and services.

CHAPTER 5: CONTRACT OF PARTICIPATION

INTRODUCTION

Each family that is selected to participate in an FSS program must enter into a contract of participation with DHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of DHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the individual training and services plan [24 CFR 984.303].

This chapter contains two parts:

Part I: Overview and Family Obligations: This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

Part II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

PART I: OVERVIEW AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS program, including the incorporation of the individual training and services plan (ITSP) as part of the contract's required contents. The ITSP is meant to establish goals the FSS family will meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and DHA. This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION

Individual Training and Services Plan

There will only ever be one FSS contract of participation (CoP) at any time for each FSS family. As part of the required contents of the FSS contract of participation (CoP), the individual training and services plan (ITSP) establishes specific interim and final goals by which DHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Regulations require the establishment of a final goal that includes both employment for the head of the FSS family and independence from welfare assistance for all family members regardless of age.

Interim Goals [24 CFR 984.303(b)(2)]

DHA must work with each participant to establish realistic and individualized goals and may not include additional mandatory goals or mandatory modifications of the two mandatory goals.

Individual Training and Service Plans for Other than FSS Head [24 CFR 984.103]

An individual training and services plan is required for the head of the FSS family and all adults choosing to participate. ITSPs must be prepared for each adult family member participating.

ITSPs are prepared by DHA, in consultation with the participating family member [Notice PIH 93-24, G-16.

5-I.C. FAMILY OBLIGATIONS Compliance with Lease Terms [24 CFR 984.303(b)(3)]

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the HCV or public housing lease.

Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR 984.303(b)(5)]. It is up to DHA to determine the plan of action for FSS families found in noncompliance with the lease and how DHA will precisely define the term *comply with the lease*. All considerations allowed for other assisted residents regarding violations of the lease, must also be allowed for FSS participants.

DHA Policy

DHA will define *comply with the lease* to mean the FSS family has not been evicted for repeated or serious violations of the lease as defined in the HCV Administrative Plan; or if they have been evicted for repeated and serious violations of the lease, the family has pursued their right to grieve, and the family has prevailed in either the grievance hearing or the informal hearing process.

DHA's FSS program will terminate the FSS contract of participation for failure to comply with the terms of the lease.

Employment Obligation [24 CFR 984.303 (b)(4)]

Another obligation set forth by the contract of participation is for the head of the FSS family to *seek and maintain suitable employment* during the term of the contract and any extension. Although other members of the FSS family may seek and maintain suitable employment during the term of the contract, it is only a requirement for the head of the FSS family.

The obligation for the head of the FSS family to *seek employment* is defined in the regulatory language as meaning that the head of the FSS family has searched for jobs, applied for

employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of DHA because it does not define the level of activity involved in “seeking.”

There is no regulatory definition of *maintain suitable employment*. For this reason, it is up to DHA to define the term. However, there can be no minimum period of time that the head of the FSS family must work.

With the agreement of the FSS family member, DHA makes a determination of what it means to maintain suitable employment based on the skills, education, and job training of the FSS head of household, receipt of other benefits of the family member, and the available job opportunities within the jurisdiction served by DHA. This means that DHA must consult with the family member and agreement must be reached as to what *maintain suitable employment* is for that family member [24 CFR 984.303 (b)(4), Notice PIH 93-24, G-3].

DHA Policy

For purposes of DHA’s FSS program, *seek employment* means the FSS head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of their contract of participation.

Maintain suitable employment is employment, on the last day of the contract, that is outlined in the individual training and service plan and is based on the skills, education, job training, and receipt of other benefits of the head of the FSS family. DHA will require verification of this employment or enrollment.

5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT

Consequences apply for families who do not meet the terms and conditions of the contract. The regulations require that the contract of participation specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract (including compliance with the HCV), DHA may:

- Withhold supportive services
- Terminate the family's participation in the FSS program

DHA is not permitted to terminate a family’s housing assistance due to the family’s failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

DHA Policy

The contract of participation (CoP) will be terminated before the expiration of the contract term if the participant fails to meet, without “good cause,” their obligations as outlined in the CoP. If the participant fails to meet its obligations outlined in the CoP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and

services plan (ITSP).

If a reassessment of supportive services and a change in the ITSP is not successful in bringing the family in to compliance, the FSS coordinator will reassess the need for, and availability of, supportive services and refer the participant to a knowledgeable professional for a formal assessment of the challenges leading to the noncompliance.

The FSS Coordinator will use this formal assessment to identify and refer to resources that remove the challenge so the participant is able to meet their obligations outlined in the CoP.

Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the CoP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the CoP.

The FSS coordinator will make an exception to the actions in terminating the CoP if the participant can, with the assistance of the FSS Coordinator, demonstrate “good cause” for the failure to meet its obligations as outlined in the CoP.

For purposes of DHA FSS program, *good cause* includes circumstances beyond the control of the FSS family:

Family circumstances

Death in the family

Serious illness

Medical emergency

Mandatory court appearances

Involuntary loss of employment

Loss of head of household through death, incarceration, or removal from lease

Change in the ITSP improving progress toward economic self-sufficiency

Community circumstances

Significant reduction in workforce (over 20 percent reduction in employment field)

Significant interruption in service delivery (over 3 months interruption)

- Provider noncompliance with regulation
- Provider unable or unwilling to provide service
- Provider offering inferior service
- Active pursuit of a current or additional self-sufficiency goal
- Resolution of a barrier to employment
- Completion of a college degree or technical training
- Completion of a work-related certification
- Credit repair towards homeownership readiness

PART II: CONTRACT SPECIFICATIONS

5-II.A. OVERVIEW

In addition to making clear the family’s obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures. This part describes those specifications and associated policy.

5-II.B. CONTRACT TERM [24 CFR 984.303(c)]

The contract term is five years from the first recertification after effective date of contract of participation. This means that the family can have more than five years from the effective date of the contract of participation (CoP) to fulfill their obligations as specified in the contract. This five year term requirement will be specified in the CoP.

Contract Extension [24 CFR 984.303(d)]

While the term set forth in the contract of participation is for five years, contract extensions are available. According to regulation, PHAs must for “good cause” extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing. The family’s written (documented by the FSS Coordinator) request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by DHA, such as a serious illness or involuntary loss of employment (further defined by DHA policy in Section 5- I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family’s FSS account.

5-II.C. MODIFICATION OF THE CONTRACT

The contract of participation (CoP) may be modified, as long as DHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR 984.303(f)]. The conditions under which DHA will modify the contract are set forth in the policy below.

DHA Policy

In the DHA's FSS program, the CoP will be modified by mutual agreement between DHA and the FSS head of household, no later than 3 months prior to the COP expiration date.

When modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self-sufficiency.

When the actual end date of the CoP is determined by the effective date of the FSS family's first reexamination changes the end date of the CoP.

When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, , designate another family member to be the FSS head of household and receive escrow funds.

When an FSS family moves to the jurisdiction of a receiving PHA that does not have an FSS program and the family may not continue participation in the FSS program, and modification of the FSS contract will allow the family to complete the contract and receive an escrow disbursement or terminate the contract with escrow disbursement.

5-II.D. COMPLETION OF THE CONTRACT

By regulation, the contract of participation is considered to be completed when the head of household is employed and the FSS family has fulfilled all of its obligations under the contract of participation, including all family members' ITSPs, on or before the expiration of the contract term, including any extension thereof.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE

Even after a family has completed the contract of participation, DHA may continue to offer appropriate FSS supportive services to a former completed FSS family. If the family still resides in HCV, these supportive services would be offered for becoming self-sufficient. If the family no longer resides in HCV, these supportive services would be offered for becoming self-sufficient or remaining self-sufficient. Transitional services for families who no longer reside in HCV, may only be offered using sources that are not HUD funds or HUD restricted funds [24 CFR 984.303(j)].

DHA Policy

DHA will continue to offer supportive services to a former FSS family who has completed its contract of participation.

5-II.F. TERMINATION OF THE CONTRACT

Termination of the Contract with Escrow Distribution [24 CFR 984.303(k)]

The contract of participation will be terminated with escrow distribution before the expiration of the contract term, during any extension of the contract, or at end of the term of the contract if all obligations under such have not been met, when:

- Services that DHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable, as described in Section 5-II.H. of this Action Plan. This type of termination is also referred to as "nullification" in the FSS regulations at 24 CFR 984.
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless DHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family; or
- An FSS family in good standing moves outside the jurisdiction of DHA (in accordance with portability requirements at 24 CFR 982.353) for good cause and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. DHA must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

Termination of the Contract without Escrow Distribution [24 CFR 984.303(h)]

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in a HCV FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of DHA
- The family's withdrawal from the FSS program
- Such other act as is deemed inconsistent with the purpose of the FSS program
- Operation of law

DHA Policy

The CoP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons

Mutual consent of the parties.

Family's withdrawal from the FSS program.

Failure of the FSS family to meet its obligations under the contract of participation without good cause. *Good cause* for the purposes of the FSS program is also defined in Section 5-I.D. of this Action Plan.

Such other act as is deemed inconsistent with the purpose of the FSS program. Operation of law.

The head of the FSS family becomes permanently disabled and other family members will not participate in FSS as the head of the FSS family.

In a HCV FSS program, failure to comply with the contract requirements because the family has moved outside the jurisdiction of DHA under portability without continued FSS participation.

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the CoP, DHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

Note: If the family is unable to meet the requirements of the contract of participation because essential services are not available, the contract is *nullified*, not terminated.

In addition, the contract of participation is automatically terminated if the family's HCV assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].

5-II.G. OPTION TO WITHHOLD SUPPORTIVE SERVICE [24 CFR 984.303(b)(5)(i)]

As touched upon in Section 5-I.D. of this action plan, DHA has the option to withhold supportive services or the FSS family's participation in the FSS program if DHA determines that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

DHA is not permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

5-II.H. DHA OBLIGATION TO MAKE GOOD FAITH EFFORT TO REPLACE UNAVAILABLE SUPPORT SERVICES [24 CFR 984.303(e)]

DHA must make an extensive good faith effort to replace services that community agencies either cannot or will not provide. If all of the steps below are exhausted without the provision of an integral service, the contract of participation can be ended ahead of time as a result. This, however, should only occur as a last resort. DHA good faith effort must be demonstrated by taking the following steps:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), DHA must make a good faith effort to obtain these services from another agency.
- If DHA is unable to obtain the services from another agency, DHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.
- If other available services would not achieve the same purpose, DHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.
- If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, DHA must revise the ITSP, delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services.
- If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), DHA shall terminate the contract of participation and follow the requirements in Section 5-II.F. of this Action Plan.

Termination of the contract of participation based on unavailability of supportive services shall never be grounds for termination of HCV or public housing assistance.

5-II.I. GRIEVANCE PROCEDURES

When adverse action is taken by DHA against a family, DHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the HCV program [24 CFR 966 subpart B, 24 CFR 982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom DHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

DHA Policy

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the HCV programs in DHA's administrative plan, respectively (See pages 87-90)

Adverse actions taken within the FSS program include:

- Denial of admission into the FSS program
- Denial of request for supportive services
- Denial of request to change the ITSP
- Denial of request to change the head of household
- Denial of request for interim disbursement of the escrow account
- Denial of request to complete the CoP
- Denial of a request for extension to the FSS CoP
- Denial of request for final distribution of escrow account
- Withholding of support services
- Termination of the FSS CoP
- Denial of request for termination with escrow
- Denial of transitional services

CHAPTER 6: ESCROW ACCOUNT

INTRODUCTION

The establishment of an escrow account is offered as a support and financial incentive to families for participation in the FSS program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS program, this is still the case, and the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation and may become available earlier at the housing authority's option.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit, disbursing the funds, and the proper way for the DHA to manage and report on the account.

This chapter contains two parts:

Part I: The Escrow Account: This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

Part II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

PART I: THE ESCROW ACCOUNT

6-I.A. OVERVIEW

As an integral incentive to the FSS program, it is especially important to have clear-cut policy spelling out how the escrow account works. This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership, and forfeiture of the FSS escrow account.

6-I.B. CALCULATING THE FSS CREDIT AMOUNT

Determination of Baseline Annual Earned Income and Baseline Monthly Rent

When determining the family's baseline annual earned income and the baseline monthly rent amounts for purposes of computing the FSS escrow credit, DHA must use the amounts on the family's most recent income reexamination in effect.

For purposes of determining the FSS credit, baseline monthly rent for families paying an income-based rent is the family's Total Tenant Payment (TTP) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract.

Determination of the Escrow Credit

To calculate the FSS credit, DHA must accurately determine the family's baseline earned income and baseline monthly rent and compare those figures with the family's current earned income and current monthly rent. The FSS credit is the lesser of 30 percent of one-twelfth or 2.5 percent of the amount by which the family's current annual earned income exceeds the family's baseline annual earned income; or the increase in the family's monthly rent. The increase in the family's monthly rent is the lower of either the amount by which the family's current monthly rent exceeds the family's baseline monthly rent, or for HCV families, the difference between the baseline monthly rent and the current gross rent (*i.e.*, rent to owner plus any utility allowance) or the payment standard, whichever is lower [24 CFR 984.305(b)(2)].

Determination of Escrow Credit for Families Who Are Not Low Income

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].

Increases in FSS Family Income [24 CFR 984.304]

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent are deposited in the escrow account. For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or an asset for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD.

Cessation of FSS Credit [24 CFR 984.305(b)(4)]

DHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, when the contract of participation is terminated, when the family is not low-income, or during the time a HCV family is in the process of moving to a new unit.

6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS

Disbursement Before Completion of Contract

DHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and DHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. These interim disbursements could include using the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 984.305(c)(2)(ii)].

DHA Policy

DHA will not disburse a portion of the FSS escrow account funds before completion of the CoP.

Disbursement at Completion of Contract [24 CFR 984.305(c)(1) and 24 984.305(c)(2)(i)]

When the contract has been completed, at or before the expiration date, according to regulation, the amount in the FSS account in excess of any amount the FSS family owes to DHA will be paid to the head of the FSS family. To receive the disbursement, the head of the FSS family must submit a certification (as defined in 24 CFR 984.103) to DHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

Disbursement at Contract Termination [24 CFR 984.305(c)(3)]

DHA must disburse to the family its FSS escrow account funds in excess of any amount owed to DHA when the contract has been terminated in certain circumstances. These circumstances include services are not available to the family that DHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency, when the head of the FSS family becomes permanently disabled and unable to work during the period of the contract (unless DHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family), or when an FSS family moves outside the jurisdiction of DHA and continuation of the CoP after the move is not possible according to the regulations. In circumstances where a family is not able to continue in FSS after the move, it is also possible for DHA and the family to determine if the contract can be modified to make completion and receipt of the escrow monies, possible. DHA must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

Verification of Family Certification at Disbursement

DHA must verify that the family has met the requirements of either interim and final, or termination of contract with escrow. Disbursement at contract termination only occurs if the family circumstances involve an integral missing service, the disability of the FSS head of household, or an FSS family porting out of the jurisdiction of DHA and HUD regulations do not allow continuation of the FSS contract. In each of these circumstances, it follows that DHA may require verification for the completion of interim goals or the contract of participation.

At final disbursement of the FSS account funds to the family, DHA must verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR 984.305(c)(4)].

HUD provides verification guidance in Notice PIH 2018-18. This guidance is mandatory for the HCV and public housing programs. DHA's Administrative Plan or ACOP must contain verification policies following the hierarchy in this notice. The policies contained in DHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

DHA Policy

DHA will require verification that the FSS family has completed certain interim goals, has completed the contract of participation, has met the requirements for termination with disbursement of escrow and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

DHA will follow HUD's verification hierarchy set forth in Notice PIH 2018-18 to make these verifications, including the guidance therein regarding documentation. However, DHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

Succession to FSS Account [24 CFR 984.305(d)]

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in HCV, the remaining members of the FSS family, after consultation with DHA, have the right to designate another family member to receive the funds.

6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP

According to regulation, a HCV or public housing FSS family may use their final distribution of FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR 984.305(e)].

Homeownership is just one option for use of the FSS account funds. DHA may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].

6-I.E. USE OF FORFEITURE OF FSS ACCOUNT FUNDS

Amounts in the FSS account will be forfeited when the contract of participation is terminated without escrow disbursement, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR 984.305(f)(1)].

Use of forfeited escrow accounts is described in detail in Section 3-I.F. of this FSS Action Plan.

Treatment of Forfeited FSS Account Funds

FSS escrow account funds forfeited by the FSS family must be used by DHA for the benefit of the FSS participants. These funds may only be used for support for FSS participants in good standing. These supports include transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP; or training for FSS Program Coordinator(s). Forfeited FSS escrow accounts may not be used for salary and fringe benefits of FSS Program Coordinators, general administrative costs of the FSS program, for housing assistance payments (HAP) expenses or public housing operating funds.

PART II: ESCROW FUND ACCOUNTING AND REPORTING

6-II.A. OVERVIEW

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and DHA policy necessary for managing the account from DHA perspective.

6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS

When establishing FSS escrow accounts, DHA must deposit the FSS account funds of all families participating in DHA's FSS program into a single depository account for each (HCV) program. These funds are determined at each reexamination after the effective date of the contract and must be deposited each month to each family's subsidiary line item in the DHA escrow account. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].

Crediting the Escrow Account [24 CFR 984.305(a)(2)(i)]

The total of the combined FSS account funds will be supported in DHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, DHA must credit the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account every month.

Proration of Investment Income [24 CFR 984.305(a)(2)(ii)]

Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account subsidiary line item. By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

DHA Policy

Annually full amount of the investment income for funds in the HCV FSS account will be prorated and credited to each family's subsidiary line item.

Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)]

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or HCV lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to DHA in the HCV FSS program) at the time of final disbursement of FSS escrow funds. If the FSS family has underreported income after the baseline annual income is set, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

If the FSS family is found to have under-reported income in the reexamination used to set the baseline, the escrow for the entire period of the CoP will be recalculated using the correct income to set the baseline and then calculate subsequent escrow amounts.

6-II.C. REPORTING ON THE FSS ACCOUNT

DHA must make a report, at least once annually, to each FSS family on the status of the family's FSS account.

At a minimum, the report must include [24 CFR 984.305(a)(3)]:

- The balance at the beginning of the reporting period
- The amount of the family's escrow payment that was credited to the FSS account, during the reporting period
- Any deductions made from the account for amounts due DHA before interest is distributed
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period

DHA Policy

DHA will provide FSS participants an annual statement on the status of their FSS escrow account.

CHAPTER 7: PORTABILITY IN HCV FSS PROGRAMS

INTRODUCTION

PHAs operating HCV FSS programs must be familiar with the rules and regulations regarding se under the HCV program. As with the case of portability in the HCV

program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR 984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context.

This chapter contains two parts:

Part I: Portability in the FSS Program: This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA’s jurisdiction.

Part II: The Effects of Portability on FSS Regulations and Policy: This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance.

PART I: PORTABILITY IN THE FSS PROGRAM

7-I.A. OVERVIEW

Portability is a statutory feature of the HCV program—it is included in the law. As such, PHAs operating an HCV FSS program need to understand the effects that portability will have on HCV FSS families and program operation. This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA’s jurisdiction.

7-I.B. DEFINITIONS

For the purposes of portability with regards to the FSS program, the following definitions will be used [24 CFR 982.4, 24 CFR 984.306].

- *Initial PHA* means both:
 1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
 2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
- *Receiving PHA* means a PHA that receives a family selected for participation in the tenant- based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family’s housing assistance payments and the fees for administering the family’s voucher.
- *Relocating FSS Family* refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

7-I.C. RESIDENCY REQUIREMENTS

Families participating in a HCV FSS program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS program for a minimum period of 12 months after the effective date of the contract of participation. However, the initial PHA may approve a family’s request to move outside its jurisdiction under portability during this period if the move is in accordance with the regulations at 24 CFR 982.353 [24 CFR 984.306(a)(1)].

DHA Policy

DHA will approve a family’s request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation if the move is in accordance with the regulations for such moves at 24 CFR 982.353.

After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR 984.306(a)(2)].

7-I.D. PORTABILITY REQUIREMENTS FOR FSS PARTICIPANTS

Receiving PHA Administers an FSS Program [24 CFR 984.306(b)]

Whether the receiving PHA bills the initial PHA or absorbs the FSS family into its HCV program, the receiving PHA must enroll an FSS family in good standing in its FSS program. However, if the receiving PHA is already serving the number of FSS families identified in its FSS Action Plan and determines that it does not have the resources to manage the FSS contract or the receiving PHA, the initial PHA may agree to the FSS family's continued participation in the initial PHA's FSS program. Prior to the PHAs agreeing to the continued participation, the initial PHA must determine that the relocating FSS family has demonstrated that, notwithstanding the move, it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

DHA Policy

DHA, as the initial housing authority, will agree to the participant's continued participation in their FSS program so long as the relocating family has demonstrated, with the assistance of the FSS Coordinator, that it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

Where continued FSS participation is not possible, the initial PHA **must** clearly discuss the options that may be available to the family. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

DHA Policy

DHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

Receiving PHA Does Not Administer an FSS Program [24 CFR 984.306(c)]

If the receiving PHA does not administer an FSS program, the FSS family may not continue participation in the FSS program. The initial PHA must clearly discuss the options that may be available to the family. These may include, but are not limited to, modification of the FSS contract, locating a receiving PHA that administers an FSS program, termination of the FSS contract with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

DHA Policy

DHA will, as stated above, clearly discuss the options that may be available to the family where continued FSS participation is not possible. Depending on the family's contract specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

Single Contract of Participation

If the FSS family enrolls in the receiving PHA's FSS program, the receiving PHA will enter a new contract with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will end its contract with the family.

If the FSS family remains in the FSS program of the initial PHA, pursuant to this section, the contract executed by the initial PHA will remain as the contract in place.

Termination of FSS contract and Forfeiture of Escrow Account [984.306(e)]

If an FSS family relocates to another jurisdiction and is unable to fulfill its obligations under the contract, including any modifications, the PHA, which is a party to the contract, **must terminate the FSS family from the FSS program**. The family's FSS escrow account will be forfeited.

Termination of FSS program participation and forfeiture of FSS escrow must be used only as a last resort after the PHA determines, in consultation with the family, that the family would be unable to fulfill its obligations under the contract after the move, that locating another receiving housing authority with a FSS program is not possible, that the current contract cannot be modified to allow for completion prior to porting, and that the current contract cannot be terminated with FSS escrow disbursement. When termination is the only option, the PHA must clearly notify the family that the move will result in the loss of escrow funds. The PHA must follow its policy for clearly notifying the FSS family of the forfeiture.

7-I.E. NEW FSS ENROLLMENT INTO RECEIVING PHA'S FSS PROGRAM

Administering and Billing of the Voucher

If the receiving PHA bills the initial PHA, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program, but only if the initial PHA manages an FSS program and agrees to such enrollment. If the receiving PHA bills the initial PHA, but the initial PHA does not manage an FSS program, the family may not enroll in the receiving PHA's FSS program.

DHA Policy

The PHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

Absorption of the Voucher

If the receiving PHA absorbs the family into its HCV program, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program.

PART II: REPORTING

7-II.A. OVERVIEW

Each PHA that carries out an FSS program shall submit to HUD, in the form prescribed by HUD, a report regarding its FSS program.

7-II.B. CONTENTS OF THE FSS REPORT [24 CFR 984.401]

The report submitted to HUD must include a description of the activities carried out in the FSS program; a description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency, including the number of families enrolled and graduated and the number of established escrow accounts and positive escrow balances; a description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and any recommendations by the PHA or the appropriate local Program Coordinating Committee for legislative or administrative action that would improve the FSS program and ensure the effectiveness of the program.

7-II.C. FAMILY SELF-SUFFICIENCY GRANT PROGRAM REVIEW PHA SELF- ASSESSMENT

HUD provides a detailed checklist for PHAs to conduct their own self-assessment of their FSS program. The form is administered by the local field office and allows each PHA to gather concrete and comprehensive data covering aspects of the program from FSS Action Plans and Composite Scores through FSS program size, participants, and graduations to reductions in FSS grants and current Memoranda of Agreement with community partners. The detailed example of the FSS Self-Assessment is available at HUD's FSS Resource page, which can be located by searching "HUD FSS" on any browser.

Addendum # 2

Dallas Housing Authority

Section 8 Programs

Set Aside for the

HUD-Veterans Affairs Supportive Housing (VASH) Program

Addendum # 2
HUD - Veterans Affairs Supportive Housing (VASH) Program

Introduction

The U.S. Department of Housing and Urban Development (HUD) has long encouraged the use of Section 8 housing assistance as a tool to enable individuals and Families to become self-sufficient. The Department of Veterans Affairs (VA) has a strong commitment to providing quality care services to homeless veterans who have psychiatric or medical disabilities. In 1991, HUD and the VA entered into a cooperative venture in which HUD would offer "set-aside" Vouchers to the VA that would provide intensive case management services to homeless veterans who have psychiatric disabilities. This venture is known as the HUD/VASH Program. The Dallas Housing Authority (DHA) has received twenty-seven (27) one-bedroom housing vouchers for this program.

The strength of the VASH case management program is a formalized consortium of VA homeless programs called the VA Comprehensive Homeless Center (CHC). These programs have formally agreed to specify their commitment to working together to address the problems of homeless veterans in the Dallas Veterans Administration Medical Center (VAMC) catchments area of operation.

This addendum to the Administrative Plan for the Section 8 Housing Choice Voucher Program describes the VASH program. The administration of the VASH Rental Vouchers will follow the Administrative Plan. The primary difference will be that twenty-seven (27) vouchers are specifically available to homeless veterans.

The initial goals of the VASH program are to help fifty percent (50%) of the individuals participating in the program to attain employment or job training. All of the individuals will successfully complete a residential program and will be involved in a case management treatment plan. In addition, seventy-five (75%) of the individuals will be capable of paying thirty percent (30%) of their rent. The ultimate goal is to assist participants to function with little or no assistance.

Section I. Needs and Objectives

One of the primary causes of homelessness is the lack of affordable housing. In addition, homeless individuals also have a high incidence of psychiatric and substance abuse disorders. These psychiatric impairments often result in an individual not having the skills needed to retain and maintain housing on a permanent basis. The VASH program addresses both of these issues.

The VASH program will subsidize homeless veterans to the point where they can afford housing without Section 8 assistance, but this is not a requirement. If a veteran is considered stable, but still needs the Section 8 assistance, the housing subsidy will continue. An individual will lose their assistance if he/she violates DHA policies regarding participation in the Section 8 Housing Choice Voucher Program.

A. General Characteristics of Homeless Veterans

On any given night in Dallas, there are an estimated 2,000 homeless individuals residing in night shelters, transitional living units, doubled up with relatives or friends, or "living" in cars and abandoned buildings. Studies show that thirty to fifty percent of homeless men are veterans and are also eligible for VA services. The majority of these men are in their 40's and are Vietnam Era veterans. Sixty percent of these veterans have alcohol problems and another fourteen percent (14%) have substance abuse (drug) problems. Of these veterans, forty-two percent (42%) are Caucasian, forty-three percent (43%) are African-American, and the remainder are Hispanic or Native American.

A common characteristic of all the homeless veterans is the length of time spent without a fixed nighttime residence. The majority has been homeless for six to twelve months with brief stays in night shelters or transitional housing programs.

The reasons most often cited for the causes of homelessness include the following:

1. Chemical abuse (including alcohol);
2. Mental/emotional problems;
3. Unemployment;
4. Lack of financial resources;
5. No Family support (due to violence, dysfunction, etc.);
6. Physical/health problems;
7. Divorce/separation; and
8. Institutionalization in a prison or hospital.

B. Needs

The most recognized needs of homeless veterans include:

1. Employment training;
2. Assistance with job search;
3. Legal assistance;
4. Affordable permanent housing;
5. Financial assistance in obtaining documentation;
6. Psychological services;

7. Health care for acute illness and routine preventative care; and
8. Substance abuse treatment.

C. Objectives

The overall objective of the VASH Program is to provide services to homeless veterans that will give them the opportunity and skills to become self-sufficient and end the cycle of homelessness. The Section 8 Housing Choice Voucher Program Vouchers will provide the housing component that will allow these individuals to participate in an intensive case management process intended to assist in stabilizing their lives. The VASH case management program will provide these services for a minimum of one year and up to five years.

Section II. Eligibility and Applications

Veterans eligible for the VASH Program:

- A. Must have been homeless, in a shelter or on the street, a minimum of thirty (30) days prior to identification by a VA outreach clinician.
- B. Must have a psychiatric or substance abuse disorder; or
- C. Must have successfully completed a residential treatment program, i.e., Homeless Domiciliary program, Homeless Chronically Mentally Ill (HCMI) program.

If an individual has a past history of criminal activity, or substance abuse is preventing stabilization, the individual must show a willingness to be rehabilitated. Some evidence of motivation to change must be present. Individuals who have a felony conviction within the past five years will be ineligible for the program.

Potential clients will be screened and referred by the VA Comprehensive Homeless Center programs to VA case managers assigned to the VASH Program. These case managers will conduct an in-depth assessment of the potential client and present that case to the CHC screening committee. Members of the CHC Clinical Council will decide if the client is a candidate to receive Section 8 assistance, and, if approved, will be assigned to a VASH case manager. The Clinical Council of the CHC is comprised of program directors of the various VA homeless programs. The Clinical Council meets on the 1st and 3rd Thursday of every month and will review applications for admission to the VASH Program and provide or suggest resources to meet the diverse needs of program clients. Any Clinical Council member may present potential candidates for the program. Only individuals approved by CHC Clinical Council members are program eligible. All referrals must qualify and be eligible for Section 8 assistance as per DHA Administrative Plan for the Housing Choice Voucher Program.

VASH case managers will refer veteran clients to the Dallas Housing Authority's Applications and Assignments division to apply for a Section 8 Housing Choice Voucher. At the time of

referral, the VASH case manager will ensure that the veteran has all documentation necessary to complete the application.

Section III. Case Management and Program Participation Contract

Once a candidate is accepted for the program, the individual will be assigned to one of two VASH clinicians providing case management services. The VASH case manager will be responsible for developing a contract and written treatment plan which outlines the client's rehabilitation and responsibilities. The VASH case manager will be responsible for implementation of the treatment plan. The case manager provides ongoing monitoring in conjunction with programs of the CHC.

Case managers will advocate for their clients and present an accurate assessment of needs. Case managers, on a regular basis, will present problems and needs of clients to the Director of the Dallas VA Comprehensive Homeless Center. Clinical Council members have the authority to commit their program's resources in order to respond to problems or meet needs that are presented.

Section IV. Applicability of DHA Section 8 Housing Choice Voucher Program Administrative

DHA Section 8 Housing Choice Voucher Program Administrative Plan's operational directives regarding DHA Section 8 Housing Choice Voucher Program are applicable to VASH participants with the exception of twenty-seven (27) vouchers that are set aside specifically for VASH referrals. Other individuals on DHA Section 8 Housing Choice Voucher Program will not use these Vouchers unless VASH does not make a sufficient number of eligible referrals to fully utilize the vouchers.

Section V. Program Evaluation and Monitoring

The VA Clinical Council of the CHC is responsible for directing and monitoring the local HUD-VASH Program. This includes local program review and assessment, effectiveness of resource development, community education, and related issues. Their case managers will report clients' progress.

Addendum # 3

Dallas Housing Authority

Section 8 Program

Family Unification Program

Addendum 3: Family Unification Program

The Family Unification Program (FUP) is a service offered through DHA's Housing Choice Voucher Program. FUP refers to a housing voucher that is intended to promote Family unification by providing housing assistance to Families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their Families. DHA has been awarded funds to designate a certain number of assigned vouchers for use in this specific program.

Under FUP, housing assistance is provided in partnership with Public Child Welfare Agencies (PCWAs) to two groups:

1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; and
2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan¹, and are homeless or are at risk of becoming homeless at age 16 or older.²

Administration of DHA's FUP vouchers will follow the Administrative Plan for the Section 8 Housing Choice Voucher Program. The primary difference will be that vouchers outlined in this addendum to the Administrative Plan are specifically available to Families for whom the Texas Department of Family and Protective Services (TDFPS)³ has determined the lack of adequate housing is a primary factor in the imminent placement of the Family's child(ren) in out-of-home care, or in the delay of discharge of a child(ren) to the Family from out-of-home care.

To effectively deliver this service, DHA has entered into a Memorandum of Understanding with TDFPS and Metro Dallas Homeless Alliance (our local continuum of care). The MOU is enclosed here in the pages that follow.

1 As described in Section 475(5)(H) of the Social Security Act.

2 As required by statute, a FUP voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months.

3 The Public Child Welfare Agency (PCWA) for this area is the Texas Department of Family and Protective Services (TDFPS).

**MEMORANDUM OF UNDERSTANDING
2017-2018 FAMILY UNIFICATION PROGRAM**

This Memorandum of Understanding has been created and entered into on **July 26, 2018**, by and between the following parties in relation to this application:

DHA – Housing Solutions for North Texas (DHA)
3939 N Hampton Rd
Dallas, TX 75212

Texas Department of Family and Protective Services (DFPS or TDFPS)
State of Texas Public Child Welfare Agency
8700 N. Stemmons Frwy
Dallas, TX 75247

Metro Dallas Homeless Alliance (MDHA) - Continuum of Care (CoC)
2816 Swiss Avenue
Dallas, TX 75204

I.

INTRODUCTION AND GOALS

These three (3) governmental entities will administer and operate the Family Unification Program (FUP) within the geographic service area described as Dallas County, Texas.

DHA – Housing Solutions for North Texas (DHA) has been in operation since 1937. Created to provide affordable housing to Dallas area residents DHA has evolved into an agency that builds sustainable communities throughout the region and maintains over 17,000 vouchers through its Housing Choice Voucher (HCV) program.

The Housing Choice Voucher Program provides participating Families with greater choice of housing opportunities by subsidizing rental payments to private Landlords. Through this program, DHA helps low-income Families obtain quality housing within DHA's geographical jurisdiction, which includes all cities located in whole or in part in Dallas County, the City of Plano and Red Oak, Texas as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.

In its administration of the FUP program DHA is committed to a partnership with DFPS in which FUP families and youths are provided vouchers to help obtain safe and affordable housing options.

Texas DFPS – Child Protective Services (CPS)

The mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect and exploitation.

DFPS Vision

Improving the lives of those we serve.

DFPS Values

- **Accountable:** We act with a sense of urgency to deliver results in an accountable, ethical, and transparent manner.
- **Respectful:** We recognize the value of each person and act timely, value privacy, and treat all with respect.
- **Diverse:** We promote diversity, inclusion, and equality by honoring individual differences.
- **Collaborative:** Whether through our staff or contractors, we work in partnership with clients, families, and communities to ensure our mutual success.
- **Professional:** We value our staff and strive for excellence while being professional, passionate, and innovative.

The Metro Dallas Homeless Alliance (MDHA) is the HUD-recognized lead agency for the Dallas/Irving Continuum of Care (CoC) TX-600 in Texas. The Continuum of Care (CoC) is the collective networks, institutions, and organizations that provide housing and services to people who are at risk of or are experiencing homelessness. MDHA is designated as the Lead Agency to carry out the activities of the CoC Board, including fiscal and compliance activities, management of the annual HUD application, coordination of other funding opportunities, project and system monitoring, meeting management, and other duties as needed. Currently, our CoC consist of more than 85 member agencies that offer people assistance with homeless prevention, diversion, street outreach, emergency shelter, and temporary and permanent housing assistance.

Metro Dallas Homeless Alliance leads the development of an effective homeless response system that will make the experience of homelessness in Dallas and Collin County rare, brief, and non-recurring.

DFPS, MDHA and DHA hereby agree to work cooperatively and commit to administering the program as follows:

- a. DHA and DFPS commit to administer the 2017-2018 FUP by ensuring that rental assistance payments, provided through HUD's Housing Choice Voucher Program under the 2017-2018 Family Unification Program (FUP), help eligible families and youth transitioning from foster care who are involved with the child welfare

system to find affordable and decent housing in a safe and supportive environment.

Ensuring that eligible children who remain with, or who are reunited with, their families are safe and secure and not subject to neglect as a result of homelessness or inadequate housing; and

Ensuring that eligible youth at least 18 years of age and not more than 24 years of age who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and are homeless or are at risk of becoming homeless at age 16 or older, find affordable and decent housing as they strive toward self-sufficiency and independence.

- b. MDHA (CoC) commits to cooperate with and assist DHA and DFPS.
- c. DHA and DFPS's goals and standards for success in administering the program are:

Program Goals

1. At least 95% of all the newly awarded vouchers will be leased within 12 months of the start date.
2. 95% of all FUP vouchers holders will be leased annually.
3. At least 95% of the FUP vouchers holders will be educated on the FSS Program.
4. 75% of the FUP families and or youth leased up will remain on the HCV Program for at least one year.

Standards for Success

1. DHA and DFPS will work with families and youths to find safe and sanitary homes at all times.
 2. DHA will provide referral services to help meet the families and youth's needs.
 3. DHA and DFPS will train their staff on the Family Unification Program and monitoring process to ensure proper transition/education are established when new staff is hired.
 4. DHA has identified the following staff who will serve as lead FUP liaisons:
- d. DHA has identified the following staff who will serve as lead FUP liaisons:

DHA – Housing Solutions for North Texas (DHA)
Brooke Etie, Vice President (or a designee)

Department of Family and Protective Services (DFPS)
Irene Watson, MSW
Child Protective Services Conservatorship

Program Director

Continuum of Care (CoC) Metro Dallas Homeless Alliance
Shavon Moore, Coordinated Assessment Director

II.

STATEMENT OF COOPERATION

DHA and DFPS agree to cooperate with HUD, provide requested data (as resources allow) to HUD or HUD-approved contractor delegated the responsibility of program evaluation, and follow all evaluation protocols established by HUD or HUD-approved contractor including possible random assignment procedures.

III.

**DEFINITION OF THE TWO POPULATIONS (FAMILY AND YOUTH)
ELIGIBLE FOR FUP ASSISTANCE**

FUP-Eligible Family is defined as a family that the DFPS has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in/out-of-home care, and that DHA has determined is eligible for a Housing Choice Voucher (HCV).

FUP-Eligible Youth is defined as a youth that the DFPS has certified to be at least 18 years old, and not more than 24 years of age, and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older.

IV.

HOUSING SEARCH ASSISTANCE

DFPS Housing Assistance Plan

DFPS will assist each client who receives an FUP voucher in locating appropriate housing and working with the landlord in securing the unit.

1. DFPS will coordinate with DHA to ensure that each FUP- eligible family or youth that receives an FUP voucher attends DHA's mandatory Move-In Orientation; the orientation will provide voucher recipients with instructions on how to utilize their voucher and will provide a list of available units and landlords accepting Housing Choice Vouchers and other resources to locate an appropriate unit.
2. DFPS will assist voucher recipients in understanding program and lease

requirements, general HCV program requirements, and will support the recipient in working with the landlord to secure an eligible unit through lease negotiations and assurances.

3. The worker will assist voucher recipients with obtaining required documentation, and assist with transportation during the housing search.

DHA has a demonstrated commitment in assisting voucher holders to find suitable housing, with disability-related accommodations, especially in a challenging rental market (housing shortage in this community, etc.).

In conjunction with the DFPS Caseworkers, and CitySquareTRAC, DHA will implement their Mobility Assistance program with dedicated staff to provide the necessary assistance to help families and youth find housing. This includes, but is not limited to, the following:

1. Scheduling one-on-one appointments to determine housing needs (i.e. units with modifications/accommodations for those with disabilities).
2. Providing transportation for housing search (when requested).
3. Drop off and/or pick up documents needed including Requests for Tenancy Approvals, contacting landlords on behalf of applicants and participants to determine availability, determining unit affordability on the spot, and negotiating rents if the unit is not affordable.
4. Assistance with completing rental applications and providing a frequently updated housing list with options for those with several needs (second chance leasing, senior living, etc.).
5. Communicate with persons and families to determine what the overall needs are, including funding for deposits, moving expenses, furnishings, and unit modifications for families with disabilities.
6. Provide a map showing possible housing that is near public transportation and near medical districts.
7. Contacting landlords on behalf of applicants and participants to determine availability, unit affordability on the spot, facilitate unit modifications, if necessary; negotiate rents if the unit is not affordable, establish a shorter lease term, assistance with completing rental applications, and provide a frequently updated housing list with options for those with special needs (second chance leasing, senior living, etc.).

V.

SERVICES TO BE PROVIDED TO FUP-ELIGIBLE YOUTH by the TEXAS DEPARTMENT of FAMILY and PROTECTIVE SERVICES (DFPS)

1. DFPS's ability to case manage ends when a youth reaches age 22. Any services provided to a FUP-eligible youth after the youth turns 22 cannot be provided by DFPS.
2. Basic life skills information, counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services), will be provided through Preparation for Adult Living assessments, classes, and experiential learning opportunities. Specific components of the classes include; Health and Safety, Housing and Transportation, Job Readiness, Financial Management, Life Decisions/Responsibilities, and Personal/Social Relationships.
3. Counseling on compliance with rental lease requirements and with HCV program participant requirements will be provided through case management services within The Department of Family Protective Services, or the local contractor for case management, Transitional Resource Action Center (TRAC). TRAC will provide supportive services to youth throughout the rental application and lease-up process, and will provide and coordinate follow-up supportive services for a minimum of 18 months after lease-up. Per the TRAC contract the TRAC Case manager makes face-to-face contact with each participating FUP-eligible youth served through an active Preparation for Adult Living (PAL) case every three months. TRAC will provide assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits, in addition to TDFPS staff providing transitional living allowance funds to eligible youth.
4. TDFPS and TRAC will provide such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher. DFPS cannot assure that it will be responsible for the rent or for property damage, especially with youth who are 18 and older.
5. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.) are provided through a variety of sources. As part of case management services with TRAC, in collaboration with the Texas Workforce, youth in and out of foster care receive access to transportation assistance, career assessments, interview and work clothing, and Identification funds. Youth in the program receive job coaching related to job searches, career attainment, and workforce retention.
6. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude

models. Tuition and fee waivers for technical school, trade school, or college will be provided by TDFPS PAL staff to youth that meet eligibility requirements such as aging out of foster care. Additional career advancement and counseling services are provided through case management with TDFPS, and TRAC, as well as partnerships with Texas Workforce.

7. All of the above services will be provided for a period of at least 18 months to FUP eligible youth receiving rental assistance through the use of a FUP voucher, regardless of age. However, DFPS's ability to case manage youth ends at 22. Any services provided to a FUP-eligible youth after the youth turns 22 cannot be provided by DFPS.

VI.

DHA RESPONSIBILITIES

DHA will fulfill each of the following responsibilities:

- a. DHA will accept families (with at least one child and who are in active involvement with DFPS), and youths certified by the PCWA as eligible for the FUP using the following identification process:
 1. DHPS will provide DHA with a list of families and/or youth currently being served and DHA will determine if they are on the Waiting List
 2. DFPS will certify those families or youth and/or encourage them to apply for the Family Unification Program.
 3. If the Voucher is not used by families and youth on the Waiting List, DHA will admit those who are FUP eligible as a special admission.
 4. DFPS will establish an eligibility pool that will consist of families or youth that will initially be certified eligible for the program.
 - i. DFPS will review open cases and investigations for families and youth that meet the criteria for certification established by DHA.
 - ii. Any families and youth that appear eligible will be immediately submitted for the certification process.
 - iii. The list of certified families and youth will be compiled by a DFPS liaison and provided to DHA.
 - iv. DHA will review the list of certified participants against the Waiting List.
 - v. Any eligible participants also on the Waiting List will immediately be reviewed for HCV eligibility by DHA.
 - vi. Families and youth on the CPS list will be included among those considered for placement on the Waiting List when DHA opens it for FUP.
- b. Determine if any families with children, or youths age 18 through 24 on its HCV

waiting list are living in temporary shelters or on the street and may qualify for the FUP, and refer such applicants to the PCWA.

- c. Determine if families with children, or youths age 18 through 24 referred by the PCWA are eligible for HCV assistance and place eligible families/youths on the HCV waiting list.
- d. Amend the administrative plan in accordance with applicable program regulations and requirements, if needed.
- e. Administer the vouchers in accordance with applicable program regulations and requirements.
- f. Comply with the provisions of this MOU.
- g. Upon notification that vouchers have been awarded, train PCWA staff on the DHA's HCV procedures.
- h. Conduct regular meetings (at least quarterly) with the PCWA and CoC.

VII.

DFPS RESPONSIBILITIES

HOW DFPS WILL FULFILL EACH OF THE FOLLOWING RESPONSIBILITIES

The following addresses how DFPS will fulfill each of the following responsibilities:

- a. DFPS will establish and implement a system to identify FUP-eligible families and FUP-eligible youths within the agency's caseload, and to review referrals from the PHA and CoC. For families with an open case, along with a substantiated report of child abuse and neglect, and whose children are already in out-of-home care, at high risk for experiencing additional negative child welfare outcomes (e.g., long-term open cases, reentry to the child welfare system in the form of re-reports of abuse or neglect, and repeat open cases), and where housing assistance could help the parent(s) to stabilize and participate in any other services necessary for subsequent reunification, will receive priority referral. Prioritization will be achieved through review of housing applications by the DFPS housing liaison, or designee. Referrals for priority families will be made as they are identified.
 1. For each certified family with a child or children at imminent risk of placement in out-of-home care or transitioning youth, DFPS will include within the family's or youth's service plan, housing and supportive services as needed. The family or youth shall participate in the development and implementation of the service plan, but failure to participate will not jeopardize their Housing Choice Voucher waitlist position.

2. For each family with a child or children in out-of-home care, DFPS shall include within the family's service plan, the anticipated date of the child or children's return to the parent and a list of the housing and supportive services needed to facilitate that return. The family shall participate in the development and implementation of the service plan, but failure to participate will not jeopardize their Housing Choice Voucher waitlist position.
3. Upon placement of the family in housing through FUP, DFPS shall assist the family in identifying ongoing service needs and shall ensure that family members have been referred to community resources that can assist the family in meeting those needs. DFPS will address such issues as: services to help parents meet the basic care needs of the child(ren); the healthy and appropriate development of the child(ren); parenting skills; maximizing safety within the home (including issues of domestic violence); mental and physical health care; substance abuse treatment; and services to enhance economic and social self-sufficiency. Families participating in the FUP will be informed of DHA's Housing Choice Voucher Family Self-Sufficiency Program.
4. Upon placement of a transitioning youth in housing through FUP, DFPS will ensure the youth receives a referral to the local Transitional Resource Action Center to receive Preparation for Adult Living (PAL) transitional living services to meet the youth's basic needs and assist them to attain economic and social self-sufficiency as identified in their service plan/transition plan of services, training and information that will be provided to participating FUP-youth, across the 18 month period that they retain their FUP voucher, will include but are not limited to, life skills training; Budgeting and money management; Nutrition; Access to health care; Health and personal safety; Housing and transportation; Job readiness and job preparation skills and training (application and resume preparation, dress, grooming, work ethics, etc.); Job search and placement support; Educational counseling and planning support (GED, vocational and college information, access, legal aid, financial aid); Self-esteem and personal relationships; Parenting skills; Counseling and mentoring; Counseling to assist youth in maintaining housing (lease requirement, HCV program requirements, utility deposits, connections, payments, and landlord assurances).
5. DFPS's ability to case manage ends when a youth reaches age 22. Any services provided to a FUP-eligible youth after the youth turns 22 cannot be provided by DFPS.
6. Youth participating in the FUP will be informed of DHA's Housing Choice Voucher Family Self-Sufficiency Program, as their case worker sees fit. Youth will be responsible for participating in the assessment and implementation of actions necessary to address their self-sufficiency needs, including the development of an individual case plan identifying supportive services; youth

will be required to sign a service plan committing to attending counseling and training sessions and taking other actions as deemed appropriate to their successful transition from foster care.

- b. Establish and implement a system to identify FUP-eligible youth not currently within the agency's caseload in cooperation with the CoC.
 1. Through the collaborative CoC Youth Committee and CoC Coordinated Assessment System, which includes the CoC, TDFPS, and other local youth providers, FUP- eligible youth not currently within the agency's caseload will be identified and appropriately referred for service.
- c. DFPS will provide written certification to the PHA that a family qualifies as a FUP-eligible family, or that a youth qualifies as a FUP-eligible youth, based upon the criteria established in Section 8(x) of the United States Housing Act of 1937, and the Family Unification Program Notice of Funding Availability for Fiscal Years 2017 and 2018.
- d. Commit sufficient staff resources to ensure that eligible families and youths are identified and determined eligible in a timely manner. Active caseloads will be reviewed at least once a month (when the PHA has FUP vouchers available) to identify FUP-eligible families and FUP-eligible youths, and refer them to the PHA. Additionally, DFPS will be prepared to provide referrals to the PHA within 30 working days of receiving notification from the PHA about voucher availability. DFPS will commit staff in identifying the eligible families or youth to which FUP vouchers are intended to be issued, and assisting families or youth in locating housing units and working with landlords to secure eligible units,
 1. DFPS caseworkers serving families through Family Based Safety Services or Family Reunification Services will commit on a continuing basis to identifying and referring FUP-eligible families.
 2. DFPS caseworkers serving youth through transitional living service programs will commit to identifying and referring the FUP-eligible youth.
 3. DFPS will spend an estimated three hours per client determining eligibility for the FUP program; providing written certification of program eligibility to DHA; and interacting with the client, program staff and DHA staff in the eligibility determination process.
- e. Commit sufficient staff resources to provide follow-up supportive services after the youth leases a unit. These supportive services will be provided through Case Management through TRAC and PAL. The Preparation for Adult Living (PAL)

program ensures that older youth are prepared to transition out of the foster care system. In collaboration with public and private organizations, PAL assists youth in identifying and developing support systems and housing for when they leave care. Youth between 18 and 21 years old are eligible for aftercare room and board assistance for a short period. DFPS has partnered with affordable housing entities, workforce development boards and other community resources to ensure that youth in need receive services to help them achieve successful outcomes. DFPS staffs maintain information on eligibility for DHA's programs. DFPS's ability to case manage ends when a youth reaches age 22. Any services provided to a FUP-eligible youth after the youth turns 22 cannot be provided by DFPS.

- f. Comply with the provisions of this MOU.
- g. Upon notification that vouchers have been awarded, train PHA staff on the PCWA's referral procedures. DHA will offer training to designated DFPS staff regarding application procedures, eligibility requirements and DHA's continuum of housing programs. DFPS will offer training to the DHA staff, describing DFPS mandates and procedures regarding family preservation, preparation for adult living, and family reunification. Training topics will include but not be limited to interagency referrals, certification of eligible families, and timely provision of services.
- h. Conduct regular meetings (at least quarterly) with the PHA and CoC. Family Unification Program Liaison:
 - 1. DFPS and DHA will designate staff as FUP liaisons between the two agencies and the cooperating service network. Liaisons will meet regularly to review reports on program utilization, family service needs and project evaluation and recommend service program changes or additions to meet the needs of FUP families and transitioning youth. Make decisions on FUP family and transitioning youth's continuation in the program based on compliance with the service plans developed and adherence to all program guideline and the DPFS Family Unification Program Liaison will also serves on the CoC Youth Committee, which meets at least quarterly along with DHA and CoC.
- i. DFPS's Reporting on FUP families and youth:

DFPS will maintain and update statistical reports on FUP participants. This data will be made available to the DHA FUP Liaisons, HUD or HHS, CWLA and any official HUD evaluation. The reports will include numbers of families or youth referred to DHA/DFPS, numbers of families or youth that met FUP eligibility requirements, and number of families or youth who obtained housing.

VIII.

CoC RESPONSIBILITES

Address how the CoC will fulfill each of the following responsibilities:

- a. Integrate the prioritization and referral process for FUP-eligible youth into the CoC's coordinated entry process.

MDHA will coordinate with DHA and funded and non-funded youth serving continuum of care agencies to ensure all eligible youth are identified and prioritized through the coordinated assessment system. Outreach workers within the continuum will receive training on how to identify eligible youths who have attained at least 18 years and not more than 24 years of age and who have left foster care. Daily outreach will include seeking out eligible youth that meet this definition and working to secure documents necessary in order to prioritize them for housing through coordinated assessment. Such documentation may include proof of prior foster care participation, length of time homeless, and vulnerability. Youth eligible for FUP under this new category of eligibility however will be streamlined as high priority for this housing option in the prioritization process and not require full documentation which is generally required for high priority status in other PSH program. Within our coordinated assessment system these eligible youth may fall under any priority status, other than NP (non-priority), and be eligible for connection to DHA FUP vouchers. For eligible youth that are currently in foster care but have been identified as at risk of being homeless upon exit from foster care MDHA will work with our local PCWA to determine a process for including them in our prioritization process as an NP but eligible for this particular program.

- b. Identify services to be provided using CoC program funds to families and youth who qualify for CoC program assistance.

Services provided to youth who qualify for CoC program assistance will include all services they are eligible for under the CoC program funding source and may include but not limited to outreach, case management services, housing placement, temporary shelter, job resources placement and other services as needed and as funding eligibility allows.

- c. Participate in regular meetings conducted by the PHA and PCWA (at least quarterly).
- d. Comply with the provisions of the MOU.

IX. OPTIONAL

a. DFPS COMMITMENT TO FUP-ELIGIBLE YOUTH

DFPS will refer youth identified through Conservator Caseworker, PAL Caseworkers and those that are directly referred from CitySquare Transition Resource Action Center (TRAC).

MDHA (CoC) Youth Committee will have quarterly contact with all local emergency shelters to determine if any youth age 18 to 24 has been a part of the DFPS system and have need of housing.

These identified youth will be referred to DFPS by the Youth Committee in conjunction with the MDHA (CoC).

DFPS's ability to case manage ends when a youth reaches age 22. Any services provided to a FUP-eligible youth after the youth turns 22 cannot be provided by DFPS.

b. Housing Search Assistance in low-poverty census tracts

The MOU must describe the housing search assistance being funded, provided, or otherwise being made available to all FUP eligible families and FUP-eligible youth; and list who is providing the assistance.

DHA has implemented Small Area Fair Market Rents (SAFMR) for their payment standards. This allows us to pay a higher rent amount in order to enable families to move to better areas. As part of our assistance to our families DHA works with Inclusive Communities Project (ICP) to implement a Mobility Program which aids our families in their housing search with the possibility of financial assistance in low-poverty census tracts.

c. Cash Assistance

The MOU must identify financial assistance resources that may be leveraged to assist families and youth successfully lease-up with a FUP voucher. Financial assistance may include, but is not limited to, moving cost assistance, security deposit assistance, and utility startup (including utility arrears). The MOU must identify the source of this assistance.


As part of case management CPS aftercare contract provider has access to 'Aftercare Room and Board assistance' emergency funds. In order for the youth to be eligible for these funds youth must be active in aftercare case management and be between 18-21. These funds can assist with lease deposits, rent, utility expenses, and/or payments. Also, assist with apartment application fees. This fund caps out at a maximum amount of 3,000.00 per youth and youth no longer qualifies once youth turns 21.

Coordination of FUP with other HUD and HHS-funded Programs: Texas DFPS and TCHAO will coordinate FUP service programs with HHS funded programs (TANF, Welfare to Work, Child Care, Medicaid, etc.) and other housing programs to maximize resources available to FUP families.

d. Post-move counseling

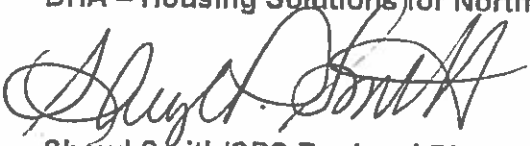
TRAC will provide post-move counseling for all families and youths through our program. TRAC will have assigned counselors who will assist families and youths with budgeting classes, credit counseling as well as credit restoration classes. We will also monitor the families and youths progress and prepare them for other change of units if they decide to move.

made available by DFPS, including a list of organizations to which DFPS routinely refers families for service, and the length of time case management will be made available.




Troy Broussard
President and CEO
DHA – Housing Solutions for North Texas

Date: 07/26/2018



Sheryl Smith/CPS Regional Director
Region 3 East
Department of Family and Protective Services (DFPS)

Date: 7/26/2018



Chair, MDHA Board of Directors
Karen Hughes

Date: 7/26/18

Addendum #4

Dallas Housing Authority

Section 8 Programs

Preservation Program

Addendum # 4
Preservation Program

Introduction

Over past years and subject to the availability of appropriations, the U.S. Department of Housing and Urban Development (HUD) has provided Section 8 tenant-based assistance in order to assist eligible Families that are affected by several different types of owner or HUD actions in HUD's Office of Multifamily Housing programs (collectively described as "Housing Conversion Actions"). These actions are owner opt-outs of Section 8 project-based contracts; owner prepayment of the mortgage or voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments); HUD enforcement actions against the owner, including termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract; and HUD property disposition activities. DHA, as an administrator of the Housing Choice Voucher Program, is subject to request by HUD to take the appropriate action to administer vouchers to assist affected Families as well as manage the process related to securing on-going housing assistance and preserving affordable housing for low-income individuals.

Once the activities under the conversion ensue, upon initiation by HUD, DHA will be asked to administer the vouchers. DHA will receive a special allocation of vouchers on behalf of the affected Families. The number of vouchers allocated under this program is four hundred thirty-five (435).

Section I. Needs and Objectives

Low income Families residing in properties secured by a HUD mortgage or receiving HUD funding at the point of conversion are subject to be displaced if other HUD assistance is not made available. HUD will endeavor to contract with a housing agency to provide services in order to have a seamless process in continuing housing assistance. The objective of the housing authority is to ensure all eligible Families affected are provided access to decent safe and affordable housing of their choice that may include continued occupancy at the property.

Section II. Housing Conversion Actions

The following actions constitute the Housing Conversion Actions.

A. Preservation prepayment

Preservation pre-payment is where the owner prepays the mortgage or voluntarily terminates the mortgage insurance.

In the case of preservation prepayments, HUD provides enhanced tenant based rental

assistance (also known as preservation tenant based assistance) as provided in Congress' appropriation acts. Enhanced tenant based rental assistance differs from regular Section 8 tenant based assistance in two major respects – the law requires that the Family continue to contribute toward rent at least the amount the Family was paying for rent on the date of the prepayment, and the law substituted the use of a higher “enhanced” payment standard or fair market rent in cases where the family wished to stay in the unit (if the owner's new gross rent after the prepayment exceeded the normally applicable payment standard or fair market rent). The enhanced feature of the voucher ends when the family moves from the subsidized property and the Voucher becomes a regular Section 8 housing choice voucher.

B. Opt-outs

Opt-out refers to a conversion action where an owner chooses to opt-out of certain programs by not renewing an expiring Section 8 or Section 23 project-based contract.

C. HUD Enforcement Actions

HUD enforcement actions are where HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring HAP contract due to an owner's failure to comply with the terms of the HAP contract.

Section III. Eligibility and Application

DHA shall conduct an on-site briefing to be attended by each affected Family to advise them of the HUD regulations and program guidelines; and expected processes. DHA in its determination of eligibility inputs the application on its Section 8 waiting list. However, Families are admitted to the program under a special admission and are not subject to the normal waiting period. In general, all regular Section 8 housing choice voucher program rules, regulations, and directives apply to special admission vouchers made available for Families as the result of housing conversion actions.

Section IV. Designation of Preservation Families

DHA differentiates Families participating in this program from those participating in the Section 8 Housing Choice Voucher program by its coding of record data (housing program code) at the receipt of the acceptance of the administrative duties from HUD and in its file maintenance after initial leasing. DHA assigns a specially designated HAP number for tracking. Client file folders under this program are color coded for this program.

Section V. Special Rent Calculations

A. Pre-pay

DHA uses the specific dollar amount the Family was paying for rent on the effective date

of the eligibility event in determining the Family's enhanced voucher minimum rent.

However, in cases where the Family subsequently suffers a significant decrease in family income, DHA changes the method for calculating the Family's enhanced voucher minimum rent. For Families who were previously assisted, the Family's new enhanced voucher minimum rent is the greater of (1) the percentage of monthly adjusted income actually paid by the family for rent on the effective date of the prepayment or (2) 30 percent of the Family's current adjusted monthly income.

B. Opt-Out

The tenant portion of rent will be calculated at 30 percent of the Family's current monthly-adjusted income; or 40 percent of the Family's monthly income; or if the Family is currently verified to have zero household income, DHA will use the minimum rent requirement, \$50.00.

Addendum # 5

Dallas Housing Authority

Section 8 Programs

Medicaid Waiver Program

Addendum #4

Dallas Housing Authority

Section 8 Programs

Preservation Program

Addendum # 4
Preservation Program

Introduction

Over past years and subject to the availability of appropriations, the U.S. Department of Housing and Urban Development (HUD) has provided Section 8 tenant-based assistance in order to assist eligible Families that are affected by several different types of owner or HUD actions in HUD's Office of Multifamily Housing programs (collectively described as "Housing Conversion Actions"). These actions are owner opt-outs of Section 8 project-based contracts; owner prepayment of the mortgage or voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments); HUD enforcement actions against the owner, including termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract; and HUD property disposition activities. DHA, as an administrator of the Housing Choice Voucher Program, is subject to request by HUD to take the appropriate action to administer vouchers to assist affected Families as well as manage the process related to securing on-going housing assistance and preserving affordable housing for low-income individuals.

Once the activities under the conversion ensue, upon initiation by HUD, DHA will be asked to administer the vouchers. DHA will receive a special allocation of vouchers on behalf of the affected Families. The number of vouchers allocated under this program is four hundred thirty-five (435).

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Opt-out refers to a conversion action where an owner chooses to opt-out of certain programs by not renewing an expiring Section 8 or Section 23 project-based contract.

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HUD enforcement actions are where HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring HAP contract due to an owner's failure to comply with the terms of the HAP contract.

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DHA shall conduct an on-site briefing to be attended by each affected Family to advise them of the HUD regulations and program guidelines; and expected processes. DHA in its determination of eligibility inputs the application on its Section 8 waiting list. However, Families are admitted to the program under a special admission and are not subject to the normal waiting period. In general, all regular Section 8 housing choice voucher program rules, regulations, and directives apply to special admission vouchers made available for Families as the result of housing conversion actions.

Section IV. Designation of Preservation Families

DHA differentiates Families participating in this program from those participating in the Section 8 Housing Choice Voucher program by its coding of record data (housing program code) at the receipt of the acceptance of the administrative duties from HUD and in its file maintenance after initial leasing. DHA assigns a specially designated HAP number for tracking. Client file folders under this program are color coded for this program.

Section V. Special Rent Calculations

A. Pre-pay

DHA uses the specific dollar amount the Family was paying for rent on the effective date

of the eligibility event in determining the Family's enhanced voucher minimum rent.

However, in cases where the Family subsequently suffers a significant decrease in family income, DHA changes the method for calculating the Family's enhanced voucher minimum rent. For Families who were previously assisted, the Family's new enhanced voucher minimum rent is the greater of (1) the percentage of monthly adjusted income actually paid by the family for rent on the effective date of the prepayment or (2) 30 percent of the Family's current adjusted monthly income.

B. Opt-Out

The tenant portion of rent will be calculated at 30 percent of the Family's current monthly-adjusted income; or 40 percent of the Family's monthly income; or if the Family is currently verified to have zero household income, DHA will use the minimum rent requirement, \$50.00.

Addendum # 5

Dallas Housing Authority

Section 8 Programs

Medicaid Waiver Program

Addendum # 5
Medicaid Waiver Program

Introduction

The U.S. Department of Housing and Urban Development (HUD) has made vouchers available for persons participating in the Medicaid Home and Community Based Waiver Program. The use of housing choice vouchers in an assisted living facility will supplement the Medicaid Home and Community Based Waiver Program under Section 1915 (c) of the Social Security Act to pay for residential care. These waivers allow Medicaid-eligible individuals at risk of being placed in hospitals, nursing facilities or intermediate care facilities the alternative of being cared for in their homes and communities. Furthermore, frail elderly individuals would be able to obtain supportive services in order to remain independent. These individuals are thereby assisted in preserving their independence and ties to family and friends at a cost no higher than that of institutional care.

DHA applied, pursuant to HUD's Notice of Funding Availability, for vouchers on a fair share allocation basis under the Housing Choice Voucher Program for fiscal years 2000, 2001, and 2002. Over the three years, DHA agreed to provide a total of seventy-two (72) vouchers to house voucher eligible, Disabled families covered by a waiver under Section 1915 (c) of the Social Security Act.

Section I. Needs and Objectives

Low-income disabled individuals are faced with added challenges in locating affordable housing. In addition, disabled individuals also are faced with finding solutions to issues related to their disability that is often exacerbated due to their housing needs. National policymakers recognized the need to find a preferable alternative to long-term institutional care for persons who have significant limitations in performing daily living activities. Lawmakers identified a program to provide long-term services to qualified individuals in noninstitutional settings by utilizing the Home and Community-Based Waivers. With approved waiver programs, states are authorized to cover a wide variety of nonmedical, social, and supportive services that have been shown to be critical in allowing persons to remain in the community. Thus, a program to serve individuals through waivers (1915 (c)) was established to allow states more flexibility in their long-term care programs and to allow beneficiaries to receive health care in settings that are more comfortable for them. The Dallas Housing Authority (DHA) is committed to providing housing opportunities for Families that include a member with special needs. In support of this effort, DHA made known its desire to administer vouchers under HUD's fair share allocation to provide rental assistance for Families to live in assisted living facilities.

Section II. Eligibility and Applications

Housing under this program is provided to Families who are disabled and also covered under a waiver of Section 1915 (c) of the Social Security Act. Section 1915 (c) waivers are approved by

the Health Care Financing Administration within the Department of Health and Human Services (HHS) for the agency within each state responsible for the administration of the Medicaid program. Eligible individuals must have the physical ability to live independently but need assistance with some activities of daily living. An eligible resident must not require continuous medical or nursing care. Eligible housing includes residential care facilities, adult or congregate care facilities, assisted living facilities and shared housing facilities.

Section III. Outreach

DHA will conduct outreach to encourage eligible disabled families to apply. DHA may contact independent living centers, advocacy organizations for Persons with Disabilities and medical, mental health, and social service providers for referrals of Persons with Disabilities who would benefit from housing choice voucher assistance. DHA may take applications on-site at a designated location to attract and assist the individuals who may be eligible for this program.

Section IV. Agency Responsibilities

A. Texas Department of Aging and Disability Services

The state agency responsible for the administration of the Medicaid program, Texas Department of Aging and Disability Services (DADS), formerly Texas Department of Human Services (TDHS), has entered into a Memorandum of Understanding (MOU) with DHA. The state agency will identify individuals that meet the criteria to receive Medicaid waivers under Section 1915 (c), as outlined in the MOU, attached hereto as Exhibit A. The MOU may be modified as Federal and State laws are amended and as administrative processes are modified. Pursuant to the MOU, the state will review the list of names provided by DHA and confirm whether the persons whose name is submitted qualifies for a Medicaid waiver.

DADS will review the list, identify the individuals that are certified for a Medicaid waiver, and provide the information on the individual that will allow DHA to determine final eligibility for participation in the Medicaid Waiver program. If there are persons on DHA's list that have not been certified, DADS will conduct the review process necessary to determine eligibility for the waiver. The exchange of information will occur on a quarterly basis until all available housing assistance is exhausted.

All releases will be filed in individual case records.

B. DHA

DHA will require applicants for its housing choice voucher program to designate whether they are disabled and whether they are eligible for the Medicaid waiver. These designations will be recorded in the applicant records.

DHA will exchange information relative to the Medicaid Waiver Program, under the

terms and conditions required by the state of Texas. The state of Texas has promulgated rules outlined in its Texas Administrative Code (Chapter 40 Section 71) that directs the conduct of agencies in handling confidential information such as Medicaid records. DHA will hold the information received from DADS as confidential.

On a quarterly basis, DHA will provide DADS with a list of 50 eligible disabled elderly persons selected from the Section 8 program waiting list and for each, a signed Medicaid Waiver Authorization For Release Of Information form, (DHA form #610-46) attached hereto as Exhibit B.

DHA will offer housing assistance to qualified applicants from its housing choice voucher waiting list at the point a voucher designated for this program becomes available.

Section V. Program Turnover and Monitoring

The Leased Housing Department will monitor the vouchers issued to Families under this program. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program drops out of the program or is unsuccessful in the search for a unit), the voucher may be used only for the next eligible Family on the housing choice voucher waiting list.

EXHIBIT A

Memorandum of Understanding
Between
Dallas Housing Authority and Texas Department of Health and Human Services



Dallas Housing Authority

CONTRACT

5276

MEMORANDUM OF UNDERSTANDING
BETWEEN
DALLAS HOUSING AUTHORITY AND TEXAS DEPARTMENT OF HUMAN
SERVICES (LONG TERM CARE SERVICES)

The Housing Authority of the City of Dallas, Texas (DHA) is committed to providing housing opportunities for families that include a member with special needs. In support of this effort, DHA has designated vouchers from our annual Fair Share allocation to provide rental assistance for families to live in assisted living facilities.

In accordance with U. S. Housing and Urban Development (HUD) Public and Indian Housing (PIH) 2000-41, DHA will use the designated vouchers to supplement the Medicaid Home and Community Based Waiver Program under Section 1915 (c) of the Social Security Act to pay for residential care. The vouchers will allow medicaid-eligible individuals at risk of being placed in hospitals, nursing homes, or immediate care facilities the alternative of being cared for in their own homes and communities, and for frail elderly individuals to obtain supportive services in order to remain independent.

Eligible individuals must have the physical ability to live independently but need assistance with some activities of daily living. An eligible resident must not require continuous medical or nursing care. Eligible housing includes residential care facilities, adult or congregate care facilities, assisted living facilities and shared housing facilities.

DHA has sought assistance from the Texas Department of Human Services (TDHS) Long Term Care Services to identify individuals that meet the criteria to receive Medicaid waivers under Section 1915 (c).

This Memorandum of Understanding (MOU) between Dallas Housing Authority and Texas Department of Human Services confirms our agreement to exchange information relative to the Medicaid Waiver Program, under the terms and conditions required by TDHS Section 40 TAC § 71.17.

On a quarterly basis, DHA will provide TDHS with a list of 50 eligible disabled elderly persons selected from the Section 8 program waiting list, and a signed Authorization to Release Information from each. TDHS will review the list, identify the individuals that are certified for a Medicaid Waiver, and provide the medical information on the individual that will allow DHA to determine final eligibility for participation in the Medicaid Waiver program. If there are persons on DHA's list that have not been certified, TDHS will conduct the review process necessary to determine eligibility for the Waiver. The exchange of information will occur on a quarterly basis until all available housing assistance is exhausted.

WE, THE UNDERSIGNED, HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS MEMORANDUM.

The Housing Authority of the
City of Dallas, Texas

Ann Lott
Name

[Signature]
Signature

5/6/2003
Date

Texas Department of Human
Services

D. Smith
Name DSSMP

K. Ellison For D. Smith
Signature

6-4-03
Date

EXHIBIT B

Medicaid Waiver
Authorization to Release Information

I, _____, hereby authorize the Department of Aging and Disability Services, or any other affiliated State of Texas agency charged with the administration of the Medicaid Program, to release information to the Housing Authority of the City of Dallas, Texas (DHA) in connection with the receipt of housing assistance.

_____ I am now receiving Medicaid assistance.

Or

_____ I have applied for Medicaid assistance.

Please provide the requested information:

Social Security Number: _____

Date of Birth: _____

Applicant Signature

Date

Addendum #6

Dallas Housing Authority

Shelter Plus Care Program at Dallas Metro Care

For Chronic Homeless Individuals with a Disability

Addendum 6: Section 8 Project-Based Voucher Program

Section I: General

The Project-Based Voucher (PBV) Program is a component of DHA's Section 8 Housing Choice Voucher (HCV) Program. DHA administers the PBV program in accordance with federal regulations, 24 CFR Part 982 and CFR Part 983, under which the U.S. Department of Housing and Urban Development (HUD) allows public housing authorities to set aside a portion of their total Annual Contributions Contract (ACC) unit count for project-based voucher assistance.¹ This statement of Project-based Voucher Policy is an addendum to the HCV Administrative Plan.

Section II. Goal of the Project-Based Assistance Program

DHA's program goals are to expand the affordability of rental housing in DHA's jurisdiction for qualified households; make project-based rental subsidies accessible so qualified families can afford safe, decent, and sanitary housing; maintain full utilization of HUD allocated vouchers; and prevent the concentration of poverty.

It is the intention of DHA's Board of Commissioners that project-based vouchers be employed in the following ways:

1. Housing for homeless individuals and families, including Veterans assisted through the Veterans Affairs Supportive Housing (VASH) Program;
2. Housing for ex-offenders assimilating back into society;
3. Walker settlement agreement project-based housing (in an approved or agreed census tract);
4. Housing for elderly persons and people with disabilities;
5. Replacement of ACC public housing units; and
6. Assistance with development of affordable housing.

Section III: Small Area Fair Market Rent (SAFMR)

DHA is subject to small area fair market rents, or SAFMRs.² SAFMRs are FMRs calculated for ZIP Codes within Metropolitan Areas. Small Area FMRs are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.

¹ Before the Housing Opportunity through Modernization Act (HOTMA), the PBV cap was limited to 20 percent of budget authority. HOTMA changed the cap from budget authority to 20 percent of ACC unit count. HOTMA also authorized PHAs to request an additional 10 percent increase beyond the 20 percent ACC unit count (subject to eligible categories outlined in PIH Notice 2017-21 Appendix D).

² Federal Register Volume 75, Issue 191 (October 4, 2010). The October 4, 2010, notice provides that all public housing agencies (PHAs) in the 8-county Dallas, TX, are required to use SAFMRs for the voucher program.

There is an exception to this rule for some of DHA’s PBV units. PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, are not be subject to the SAFMRs. Area-wide FMRs continue to apply to these PBV units, thus ensuring the viability of PBV projects that were in the development pipeline and had obtained financing based on area-wide FMRs. However, any PBVs for which a notice-of-owner selection is issued after June 8, 2011 will be subject to the SAFMRs.³

DHA PBV projects that are not subject to SAFMRs include:

1. Buckeye Trail Commons I
2. Buckeye Trail Commons II
3. Lakewest Senior Housing I
4. Lakewest Senior Housing II
5. Roseland Gardens
6. Carpenters Point

Section IV. Advertisement Policy

DHA will advertise the availability of PBV assistance in accordance with HUD regulations, including notifying HUD. Advertisement will be placed in local newspapers of general circulation, including Dallas’ largest newspaper; minority newspapers that are published in languages other than English; and on DHA’s website. These efforts are intended to affirmatively further fair housing. The advertisement will run once a week for a period of two consecutive weeks. The advertisement will specify the number of vouchers available to be project-based, the type of units that will be considered for the project-based program, and the submission deadline.

All advertisements for the PBV program will contain a statement that participation requires compliance with Fair Housing and Equal Opportunity requirements, and that the provisions of the Fair Labor Standards Act and Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act of 1968 and associated implementing regulations, and the federal equal employment opportunity requirements of Executive Order 11246 as amended, may be applicable for new construction and substantial rehabilitation properties. When developing nine or more contract units (whether or not completed in stages), the owner and the owner’s contractors and subcontractors must pay prevailing wage rates as required by the Davis-Bacon Wage Act to laborers and mechanics employed in development of the housing.

Section V. PHA-Owned Units and Independent Entities

DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services:
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³ Federal Register Volume 76, Issue 110 (June 8, 2011). PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, will not be subject to the SAFMRs.

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

When DHA requires HUD approval of a proposed independent entity, DHA must submit a joint certification from both DHA and the independent entity to the local HUD Office for HUD approval. The certification must state that DHA and the proposed entity have no legal, financial, or any other connection that could cause either party to be improperly influenced by the other, and that the proposed independent entity will perform its responsibilities as it relates to DHA-owned units in an unbiased manner. DHA will provide supporting documentation at HUD's request.⁴

Section VI. Selection of PBV Owner Proposal

DHA will select PBV proposals pursuant to one or a combination of the following methods:

- A. DHA will issue a request for PBV proposals as provided in 24 CFR §983.51(b)(1). If DHA uses this method to select PBV proposals, DHA will provide public notice of the request for PBV proposals. DHA will also post notice on DHA's website at www.dhantx.com. In order for the proposal to be considered, the owner must submit a proposal to DHA by the published deadline date, and the proposal must be responsive to all requirements as outlined in the Request for Proposal (RFP). Incomplete proposals will not be reviewed.
- B. As provided in 24 CFR §983.51(b)(2), DHA may determine to provide PBV funding to a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires

⁴ Details on what, when, and how to submit the certification are provided in Notice PIH 2017-21 Appendix B.

competitive selection of proposals (e.g. HOME and units for which competitively awarded Low Income Housing Tax Credits have been provided), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of DHA's PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive DHA PBV assistance.

- C. As provided in 24 CFR §983.51 and §983.59, a PHA-owned unit may be assisted under the PBV program. PHA-owned units are defined in Notice PIH 2017-21 Appendix A, and HUD requirements for review by an independent entity are outlined in in Notice PIH 2017-21 Appendix B.
- D. Due to unique or extenuating circumstances, DHA may have cause to consider requests for conversion from a tenant-based voucher to a project-based voucher. For example; to expand housing opportunities for persons with disabilities⁵, DHA, at its sole discretion, may consider a request to convert issued and leased tenant-based housing vouchers to project-based vouchers absent the RFP process, which may be subject to HUD's regulatory waiver and approval. This type of conversion is outside of the regulatory authority for project-based vouchers as provided in 24 CFR §983.51 because they omit the owner proposal selection process. As a result, such requests are considered on a case-by-case basis.

Notice of owner selection will be provided as follows: DHA will give prompt written notice to the party that submitted a selected proposal. The award notice will include the number of vouchers awarded and state a deadline by which all other agreements must be executed. In addition, owners awarded project-based vouchers must submit the following plan to DHA for review and approval prior to execution of an agreement to enter into a housing assistance payment (AHAP):

1. Marketing Plan to describe marketing and outreach activities;
2. When required by the RFP, a contract between the property owner and supportive service provider(s) whose activities will be necessary to the success of the client group targeted by the RFP;
3. Waiting List Management Plan which includes information related to accepting application and record keeping;

⁵ 24 CFR 983.210(e) provides that by execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract, the owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit. 24 CFR 983.251(a)(4) provides an exception to the aforementioned requirement, when the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. In such cases, clients may request a reasonable accommodation. DHA processes all requests for reasonable accommodation in accordance with its Reasonable Accommodation Procedures.

4. Tenant Selection Plan for selecting tenants from the project's waiting list that covers tenant selection, screening criteria and procedures and requirements when applicants are ineligible.

DHA will also give prompt public notice of award of PBV in a local newspaper of general circulation and on DHA's website to provide broad public notice. The announcement will include the name of the owner/project and the number of PBV that were awarded.

DHA will not select a proposal or commence an AHAP, or execute a HAP contract on existing units, until it determines that the proposed site/units comply with PBV goals, civil rights requirements, and HQS, unless otherwise provided in 24 CFR §983.57(b).

Section VII. Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance

The purpose of a subsidy layering review (SLR) is to avoid excess subsidy by combining (layering) housing assistance subsidy under the PBV program with other governmental assistance from federal, state, or local agencies, including but not limited to, assistance such as tax concessions or tax credits. SLRs are required only for projects involving new construction and rehabilitation. When a new construction or rehabilitation project has been selected pursuant to program regulations at 24 CFR part 983, and the project combines other forms of governmental assistance, DHA must conduct an SLR. An SLR shall not be required for project-based assistance (1) for an existing structure, or (2) if a subsidy layering review has been conducted by the applicable state or local agency.

DHA may provide PBV assistance only in accordance with HUD SLR requirements. SLRs must be completed and approved by a qualified Housing Credit Agency (HCA) or by HUD, for all PBV projects that use other publicly supported housing funds, such as Low Income Housing Tax Credit funding. When conducting an SLR, DHA will do the following:

- A. DHA shall obtain from the owner all the information required by the HUD mandated SLR checklist.
- B. DHA shall complete the SLR, including checks for completeness and compliance with program requirements.
- C. When the SLR is complete and acceptable, DHA shall forward the SLR package to HUD's local office for processing.
- D. DHA will not enter into an AHAP until HUD, or an independent entity approved by HUD, has conducted any required SLR and determined that the PBV assistance complies with HUD's SLR.

Section VIII. Environmental Review

Every PBV project is subject to HUD environmental review requirements at 24 CFR Part 50 or Part 58 and 983.58. Prior to execution of an AHAP, the owner must present evidence that the environmental review has been performed by a HUD designated "responsible entity" and approved by HUD, or, where applicable, categorically excluded from review under the National

Environmental Policy Act of 1969, unless HUD notifies DHA in writing of environmental approval of the site.

Section IX. Cap on Number of PBV Units in each Project

Except for properties serving elderly persons or persons with disabilities, no more than 25 percent of the units in a project may receive project-based vouchers. Units in a single-family building, defined as any building with 1-4 units are exempt from this cap.

An additional category of units referred to as “excepted” units are also exempt from the 25 percent cap. Excepted units are units that will house a qualifying family, defined by HUD as a household where at least one member is eligible to receive at least one supportive service for the term of the executed HAP contract. To the extent that more than 25 percent of the units in a project receive project-based vouchers, supportive services will be offered (either by DHA or by outside service providers). When DHA exercises flexibility to exceed the 25 percent cap through excepted units, then the use of such services by family members will be monitored and tracked during each family’s annual recertification.

Such services will be appropriate for the needs of the families and may include the following:

- A. In properties for senior citizens and people with disabilities, services may include:
 1. Case management;
 2. Behavioral health services;
 3. Physical health services (wellness, fitness, vision, hearing and clinic services);
 4. Substance abuse resistance;
 5. Nutrition and community gardening;
 6. Transportation;
 7. Housekeeping aid; or
 8. Other services designed to help the recipient live in the community as independently as possible.
- B. In properties for general occupancy, all the above services may be provided. In addition, the following other services may be included:
 1. Early childhood education and childcare;
 2. Before and after school care for school age children;
 3. Summer nutrition;
 4. Computer literacy;
 5. Job training, educational, and employment services; or

6. Other services designed to help the recipient live in the community as independently as possible.

Section X. Housing Assistance Payment Contract

A. Term of Project-Based Assistance Contract

1. Upon selection of the site/units, DHA will enter into an agreement with the owner to execute a HAP Contract in accordance with HUD requirements for contracts as provided at 24 CFR §§982.162 and 983.152, including a HAP contract if the agreement is for existing units.
2. DHA's project-based HAP contract will be executed for a term of not less than one (1) year or more than 20 years for each contract unit as provided at 24 CFR §983.205, and is subject to future availability of funding under DHA's ACC.
3. The HAP contract will be executed when all of the HAP contract requirements as provided at 24 CFR §983.204 have been met.
4. The HAP Contract will contain all required information as provided at 24 CFR §983.203.
5. When supportive services are included in the agreement, contracts for project-based vouchers will not be executed until DHA receives a fully executed contract between the owner and service provider(s) for the provision of the supportive services necessary to ensure the housing success of the target client group.

B. Extension/Renewal of Term

At any time before expiration of the initial term, DHA may agree to extend the term of the HAP contract for an additional term of up to 20 years, if DHA determines an extension is appropriate. Subsequent extensions are subject to the same limitations any renewals or extension of the project-based HAP Contract is subject to future availability of funding under DHA's ACC. Owners that are requesting a renewal must submit a Contract Renewal Request Form at least 120 days before the contract expiration.

C. Termination of HAP Contract

1. Cost Savings Measures

Before termination of a HAP contract, DHA will first pursue cost savings measures. DHA will make every effort to preserve affordable housing. DHA's cost savings measures are outlined in DHA's Shortfall Procedure at 500-1.3.

2. Termination by DHA for Insufficient Funding

As provided in the HAP contract DHA's contractual commitment is subject to availability of sufficient funding as determined by HUD or DHA in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance

payments for all contract units and for the full term of the HAP contract, DHA has the right to terminate the HAP contract by notice to the owner for all or any units under contract.⁶ The HAP contract will provide that the term of DHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by DHA in accordance with HUD instructions.

3. Termination by Owner for Reduction Below Initial Rent

If a rent reasonableness test results in a reduced amount below the contract rent, the owner may elect to terminate the HAP contract and the tenant must be offered the next available tenant-based voucher.⁷

4. Termination by DHA for Failure to Supply Agreed-upon Supportive Services

Since supportive services are an essential element of assisting currently or formally homeless individuals or other special need populations, DHA will terminate the contracts of owners who fail to maintain the agreed-upon supportive services, outlined in the MOU/MOA between owner and provider for PBV clients. Should this occur, the clients will be issued Housing Choice Vouchers and be referred to entities that can provide needed supportive services.

5. Termination by DHA for Failure to meet Housing Quality Standards

If the property fails to meet Housing Quality Standards and the owner fails or is unable to make necessary improvements to the property, DHA will exercise any available remedies up to and including terminating the HAP contract, and issuing tenant-based housing choice vouchers to the clients.

D. HAP Contract Amendments

1. Substituting Contract Units

At the discretion of DHA, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract. DHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

2. Add Contract Units

At the discretion of DHA, existing PBV HAP contracts may be amended to add contract PBV units to the same project without competitive selection, by mutual agreement of DHA and the owner, if DHA has adequate voucher and budget authority at the time the request is received, and:

- a. The project undergoes a new SLR and is approved by HUD.

⁶ 24 CFR §983.205c

⁷ 24 CFR §983.205d

- b. The total number of units in the building that will receive PBV assistance will not exceed 25 percent of the number of dwelling units in the project, unless excepted units⁸.
- c. The owner is in good standing and has acceptably performed all requirements under the HAP contract.
- d. Addition of unit is consistent with any DHA requirement for PBV units at the time the request is made.
- e. The amendment is subject to all PBV requirements.

Section XI. DHA Monitoring of Supportive Services

When supportive services are provided, owners and/or supportive service providers for PBV units with special needs populations are obligated to report to DHA regarding any changes in the supportive services *before* the changes are made (i.e. any changes in the Service Provider Agreement in the original RFP). DHA must not require participation in the supportive services as a condition of living in a PBV unit; however, the service provider and owner may include supportive service agreements as part of the leasing agreements. DHA requires quarterly reports from supportive service agencies (i.e. lease compliance, if a client has vacated the unit, and/or any other action that would violate DHA's PBV program).

As part of the PBV application process, each owner/project sponsor must articulate key program goals and core performance indicators in their proposal. The owner/project sponsor will be required to describe how participant households will be monitored for compliance with their PBV Contract of Family Participation/Family Obligations. During each 12-month cycle of the family's contract, the owner/project sponsor must certify that it continues to provide supportive services. This data should be included in the annual performance report (PBV-APR) to be submitted to DHA.

Section XII. Occupancy

A. Unit Selection (for Existing Housing and Rehabilitated PBV)

DHA anticipates that it will offer several types of project-based assistance programs; therefore, the unit selection will be based on the needs of that particular project and determined by the owner with final approval by DHA. After HAP contract execution, the owner must seek written approval and a HAP contract amendment to make any substitutions to the units or the unit mix.

B. Protection of In-Place Families

The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to participants in the PBV program.

To minimize displacement of in-place families, for an existing unit or one requiring rehabilitation and occupied by an eligible family on the proposal selection date, the in-place

⁸ 24 CFR §983.207(b) and PIH Notice 2017-21 Attachments C and J.

family must be placed on the DHA's waiting list (if not already on the waiting list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately-sized PBV unit in the project.

For existing units or those requiring rehabilitation, an eligible family that is residing in a proposed contract unit, on the date of proposal selection, is considered an "in place family". Eligible in-place families will be given a selection preference and will be placed on the waiting list for the project. DHA may deny assistance to the family for the grounds specified in 24 CFR 982.552 and 982.553.

Eligible in-place families are not subject to income targeting requirements.

If an in-place family is determined ineligible by DHA or does not wish to participate in the PBV program, DHA will give the owner the option to substitute that particular unit for another unit, or the owner can wait until the end of the family's lease term. DHA must not select or enter into an agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. The owner cannot evict (displace) any families prior to lease expiration for the purposes of moving an eligible PBV family into the unit.

C. Waiting List

1. The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to admission to the PBV program.
2. PBV properties, whose contract award specified assistance to special needs populations (per the RFP) will submit referrals to DHA's PBV site-based waiting list. Any families selected from DHA's site-based waiting lists must meet owners' screening criteria prior to receiving a project-based voucher. The owner can help ensure timely turnaround of vacant units by conducting outreach efforts in accordance with DHA policies. If the supportive service provider makes referrals to the owner, it is still the owner's responsibility to conduct screening on qualified families referred by DHA.
3. When an entire property is subsidized by PBV, (e.g. a large senior development) and when the property has received Low Income Housing Tax Credits (LIHTC), the owner will develop and maintain a site-based waiting list consistent with Title VI of the Civil Rights Act of 1964 and all applicable requirements of 24 CFR §5, 982, and 983. DHA will be responsible for and will oversee the initial development of the waiting list and owner's actions in administering the waiting list. On-site monitoring visits will take place weekly during lease-up and at least quarterly after lease-up.
 - a. In practice, this means that DHA will notify all potentially eligible families and individuals on its regular HCV waiting list that they may apply for admission to the open PBV list;
 - b. DHA will require that the PBV owner of the LIHTC property establish its waiting list in a manner that complies fully with both the 24 CFR Parts 982 and 983 and the

LIHTC requirements. The waiting list will be established using DHA's operating program software so that it can be tracked in real time by DHA;

- c. During lease-up and subsequent re-leasing DHA will carry out all processes necessary to determine eligibility and rent. This will include the following actions:
 1. Reviewing the application package for completeness and internal consistency;
 2. Reviewing applicant-provided information such as photo IDs, social security cards, birth certificates and HUD 214 forms;
 3. Verifying all information on income, citizenship or eligible immigration status, social security numbers and all deductions;
 4. Determining each family's annual income, adjusted income, utility allowance (if applicable), total tenant payment and tenant rent;
 5. Conducting the criminal history check on all adult applicants;
 6. Referring eligible applicants to the owner for pre-occupancy screening, unit assignment, leasing and orientation
4. The waitlist contains, but is not limited to the following information for each applicant:
 - a. Date and time of lottery of application
 - b. Applicant name, address, social security number, and contact number
 - c. Family unit size
 - d. Family size
 - e. Racial or ethnic designation of head of household
 - f. Income source
 - g. Annual gross income
 - h. Program qualifications

D. Tenant Screening

1. DHA option. DHA determines eligibility for the Section 8 PBV program, but DHA has no responsibility or liability to the owner or to any other person for the family's behavior or suitability for tenancy. However, DHA may elect to screen applicants for criminal background and debts owed to DHA or any other PHA, and may deny admission based on the screening results.
2. Owner responsibility. The owner is responsible for screening and selection of the family to occupy the owner's unit. The owner may consider a family's background with respect

- to such factors as payment of rent and utility bills, caring for a unit and premises, involvement in any drug-related criminal activity or other criminal activity is a threat to the health, safety, or property of others, respect for the rights of other residents to the peaceful enjoyment of their housing, and compliance with other essential conditions of tenancy.
3. Depending upon the proposed client group to be served in the PBV program, DHA may waive its criminal background screening requirements beyond the mandatory statutory prohibition against assistance to persons who have been convicted of manufacturing methamphetamines on the premises of assisted housing or persons who are subject to a lifetime registration requirement as sex offenders. The family must comply with all other HCV program participant screening and eligibility requirements. Exceptions to the criminal background requirement will be reviewed on a case by case basis and must be approved by DHA. The service provider must submit a written request for a criminal background waiver on behalf of the family.

E. Tenant Selection

The owner is responsible for developing written tenant selection procedures. Tenant selection procedures must be approved by DHA prior to the execution of the HAP contract. Owners are responsible for selection of tenants for units assisted with project-based vouchers from among the families on the waiting list. Project-based voucher holders must come from outreach efforts conducted by the property owner/manager in accordance with DHA policies.

DHA may select families who are active participants in its tenant-based voucher program and those who have applied for admission to the HCV program or only to a specific PBV site.

DHA will collect the required forms from tenants to be in compliance with DHA PBV requirements. These forms will include, but will not be limited to: Form HUD-9886, Declaration of Citizenship Status, Application for Assistance, Criminal Background Release, and Statement of Family Obligations.

The owner will be responsible for collecting all the required screening forms and determining the tenant's suitability for residency in their property. The owner/service provider will provide an electronic copy (fax or scan) of the application materials to DHA to verify program eligibility. All tenant transactions will be managed by the manager.

Except for in-place residents who receive PBV assistance, not less than 75 percent of the families admitted from DHA's tenant-based and project-based the waiting list during DHA's fiscal year shall be extremely low-income families.

Occupancy Standards

DHA will use the same occupancy standards for project-based participants as for HCV participants. In the event that the current project-based waiting list does not contain

applicants that meet the criteria for units available, the next eligible applicant may be selected so long that at least one person occupies each bedroom.

F. Lease Term

The initial lease term for project-based units is one year.

G. Conversion to Tenant Based/Portability Voucher

Families who reside in a project-based unit for at least twelve months may request to move with continued assistance (tenant-based assistance), if funding is available. Families are subject to the same rules as any other tenant-based participant. The family that moves out of the project-based unit is replaced with a new household from the waiting list. If a voucher is not available, the family may remain in the project-based unit for the remainder of the HAP contract. The family will be placed on the project-based HCV waiting list and will be issued a voucher when one is available prior to a family on the HCV waiting list.

H. Annual Reexaminations and Interim Reexaminations

1. Families who reside in a project-based unit may experience changes in their income or family composition.
2. In the properties where DHA is handling the waiting list, DHA will perform all interim adjustments and annual recertification.
3. At the LIHTC properties where the owner is handling the waiting list with DHA monitoring, DHA will provide the owner with the required forms to complete all interim reexaminations on the property and a checklist for the needed documents, or provide digital access for recertification through the Rent Café. The interim packet will be sent electronically (via fax or scan) to DHA to process. DHA will provide the owner with the rent change notice letter and the copy of the Form HUD-50058 for their records.

DHA will coordinate with the owner to complete annual reexaminations on the property for all the residents. DHA will provide the owners with the annual reexamination forms packet (which will also be available on the internet), and digitally through the Rent Café. The owner will be responsible for providing the packets to the families at least 120 days prior to their annual reexamination and must collect the packets at least 60 days prior to the anniversary of their annual reexamination date. In most cases, the annual reexamination date will be the first day of the month in which the family moved in (lease date), although this may not always be the case.

DHA will collect the annual reexamination packets from the owner 60 days prior to annual reexamination anniversary date, and process the annual reexaminations and provide the owner a notice of rent change and completed reexam at least 30 days prior to the anniversary of the annual reexamination. In some cases, DHA will have to make arrangements to meet with the family; however, it is the owner's responsibility to collect the annual reexamination packets and supporting documentation from the family.

DHA will conduct an annual reexam briefing with families to review the program requirements, update families of changes to the program, and to discuss project concerns with the family. DHA will provide the owner with notice of briefing appointment and the owner should provide a common space for these briefings on the property.

DHA will provide instruction for residents wishing to recertify through the Rent Café. Computer kiosks are available at DHA for recertification if needed.

I. Vacancy Payments

DHA will provide PBV owners an opportunity to retain the full HAP for the calendar month in which a tenant vacates, plus a vacancy payment equal to 80 percent of the contract rent for the following calendar month so long as the unit is not re-leased and occupied. The HAP contract will not provide for vacancy payments after that date.

DHA will pay vacancy loss as outlined above following a client move-out if:

1. The owner gives DHA prompt written notice of the vacancy;
2. The vacancy is not the fault of the owner;
3. The owner has taken every reasonable action to minimize the likelihood and length of the vacancy;
4. The owner provides any additional information required and requested by DHA to verify that the owner is entitled to vacancy payment.

J. Reduction in the contract number of Project-based Units

Project-based units that are not rented by an eligible family within 180 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections will also be terminated from the project-based assistance contract.

K. Termination of Service Provider/Owner Relationship

If at any time, the supportive service provider terminates the relationship with the owner or the owner chooses to terminate the relationship with the service provider, DHA will review the HAP contract and the procurement of the services to determine if the HAP contract should be terminated or continued. Any changes in ownership or service provider must be approved in writing through a HAP contract amendment by DHA. DHA reserves the right to not make any requested amendments to the contract.

If contract is terminated prematurely, DHA will offer the PBV tenants an HCV voucher at the end of their existing lease term. The tenant may choose to remain on the property under the HCV program or can relocate using the HCV voucher.

Section XIII. Housing Quality Standard (HQS) Inspections and Rent Reasonableness

A. Pre-Selection Inspection

DHA must examine the proposed site before the proposal selection date to determine if the units substantially comply with HQS. DHA shall inspect each contract unit before executing a HAP contract.

B. Pre-HAP Contract Inspections

DHA must inspect each contract unit before execution of the HAP contract. DHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

Before providing assistance to a new family in a contract unit, the DHA must inspect the unit. The DHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Biennial Inspections

At least biennially during the term of the HAP contract, DHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, then DHA must re-inspect 100 percent of the contract units in the building.

E. Housing Accessibility for Persons with Disabilities

The housing must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR part. 8.

Housing first occupied after March 13, 1991 shall comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

F. Rent Reasonableness and Rental Adjustments

DHA will conduct a rent reasonableness survey on all units prior to the execution of the HAP contract. If the owner desires a rental adjustment at the anniversary of the HAP contract, the owner must request a rental adjustment in writing at least 90 days prior to the HAP contract anniversary. DHA will determine whether the rent requested is

reasonable and will make the appropriate adjustments (increase or decrease) in order to comply with rent reasonableness requirements.

DHA will only entertain rental adjustment requests at anniversary of HAP contract and not on family lease terms, which may or may not coincide. The application of the approved rental adjustment will be processed for all assisted units within the HAP contract, regardless of the lease term per family; so long as proper notice has been provided.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

DEBRA WALKER, ET AL. *
*
v. *
* 3:85-CV-1210-O
U.S. DEPARTMENT OF HOUSING *
AND URBAN DEVELOPMENT, ET AL., * CLASS ACTION
*

AGREED SETTLEMENT VOUCHER IMPLEMENTATION PLAN 2019

I.
INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) provided the Housing Authority of the City of Dallas, Texas (DHA) 3,205 vouchers pursuant to HUD’s Settlement Stipulation and Order entered March 8, 2001 in the U.S. District Court, Northern District of Texas, Dallas Division (“Settlement Stipulation”). These Settlement Vouchers (also referred to as “Walker Settlement Vouchers” or “WSVs”) replace 3,205 public housing units DHA was required to develop in Predominantly White Areas (now referred to as “Eligible Census Tracts”) as stipulated in the Remedial Order Affecting DHA, entered February 7, 1995.

This Settlement Voucher Implementation Plan (the “Plan” or “SVIP”) is created pursuant to the Amended Agreed Final Judgment to which this Plan is attached (the “Judgment”).

II.
ELIGIBLE CENSUS TRACTS

DHA administers the Walker Settlement Voucher Program by assisting Class Members who participate in the Program in leasing housing of their choice in “Eligible Census Tracts” (formerly referred to as “Predominantly White Areas”) and offers financial incentives, as defined below, to owners who make their rental properties in Eligible Census Tracts available to “Walker

Clients.” As used herein, the term “Walker Client(s)” shall mean, as applicable, “Applicants” (meaning a person or family who is eligible for a Walker Settlement Voucher, and has either applied for a Settlement Voucher, but, has yet to lease a unit under the WSV Program, or resides in a R/ECAP¹ census tract as a current HCV participant and has agreed to transfer to the WSV Program) or “Participants” (meaning a person or family who has obtained a Walker Settlement Voucher and has leased a unit under the WSV Program).

As used in this Plan, the term “Eligible Census Tract” or “ECT,” (formerly referred to as a “Predominantly White Area”) means “a census tract that is not a ‘Minority Neighborhood’ (as that term is used by HUD) in which the percentage of persons of particular racial or ethnic minority, as based on the most recent decennial census, is at least 20 points higher than that minority’s percentage in the ‘Housing Market’ as a whole.” As used in this Plan, “Housing Market” is defined as the City of Dallas. In addition, an Eligible Census Tract must have a poverty rate at or below the average poverty rate for the City of Dallas as based on the most recent U.S. Census Bureau decennial census or the most recent American Community Survey data. In addition, except as previously approved or otherwise agreed to by the parties, the tract must have no public housing other than scattered-site single family homes. Tracts that the Plaintiffs and DHA agree should be treated as a “predominantly white area” or ECTS are also eligible ECTs. Units in the Eligible Census Tracts in Collin, Dallas, Denton, Ellis, Kaufman, Rockwall and Tarrant counties are eligible locations for Walker Clients and for financial assistance to Walker Clients.

Attached as Exhibit 1 to the Plan is the current list of the 2010 Eligible Census Tracts in

¹ “R/ECAP” as used herein refers to “Racially or Ethnically Concentrated Areas of Poverty” as that term is used and defined by HUD.

the seven-county area and the calculated 2010 U.S. Census data status of those tracts as Eligible Census Tracts under the HUD Settlement Stipulation. Further, the Parties agree that tracts 130.04 (public housing in tract), 152.05 (Irving), 181.05 (Garland), 181.41 (Garland), 192.06 (UTD), 317.09 (40 units of public housing), and 318.04 (UTD) shall be considered Eligible Census Tracts under the Judgment and this Plan.

The 2020 U.S. Decennial Census data will be used to adjust current Eligible Census Tracts when the census tract population data is available. The most current American Community Survey poverty data will also be used to adjust the Eligible Census Tracts once the 2020 U.S. Decennial Census data is available for racial demographics.

III.
MOBILITY FUNDING FOR MOBILITY FINANCIAL ASSISTANCE

The “Mobility Funding” committed by DHA for “Mobility Financial Assistance,” as defined by this Section under this and any subsequent Agreed Settlement Voucher Implementation Plan or amendment is \$3,000,000 (\$150,000 of which DHA has already provided) as of the date this Plan is approved by the Court. The Mobility Funding is available only for the payment of the following elements of Mobility Financial Assistance for Walker Clients or as otherwise defined by this Plan:

- i. Application fees
- ii. Security deposits,
- iii. Landlord bonuses,
- iv. Utility Deposits,
- v. Moving expenses,
- vi. Mobility Counseling Software, and
- vii. Administration Costs.

The Mobility Funding for the Mobility Financial Assistance shall be spent in accordance with this Plan.

If and when DHA exhausts the Mobility Funding for Mobility Financial Assistance committed to in the Judgment and defined therein, DHA will have no further obligation to provide Mobility Funding for Mobility Financial Assistance or any other monetary assistance under the terms of the Judgment or any other order previously entered in this case.

1. \$3,000,000 Available for Mobility Financial Assistance

DHA will provide \$3,000,000 for Mobility Financial Assistance for Walker Clients. Because DHA has already provided \$150,000 of Mobility Financial Assistance out of the \$3,000,000 it has committed to provide, \$2,850,000 is the amount of Mobility Financial Assistance that will be available as of the date this Plan is approved by the Court.

DHA will not deny Mobility Financial Assistance to a Walker Client because Inclusive Communities Project, Inc. (ICP) is providing mobility search assistance and other non-financial mobility counseling to the Walker Client. DHA will not deny Mobility Financial Assistance to a Settlement Voucher Walker Client because the Walker Client is participating in the ICP sublease/guarantor program.

2. Application fees

DHA will make Mobility Financial Assistance available to pay rental housing application fees for a Walker Client searching for housing in an Eligible Census Tract. Application fee assistance will be limited to \$150 in the aggregate for any one Walker Client or as otherwise agreed in writing by Plaintiffs' Class Counsel and DHA and/or its counsel. Payment will be made directly to the owner or reimbursed to the Walker Client, at the option of the Walker Client, upon receipt of proof of payment.

3. Security Deposit Assistance

A. Upon request and execution of the HAP contract, DHA will provide Mobility Financial Assistance to Walker Clients to pay security deposits, which shall be limited to one payment per Walker Client. The amount of this assistance will be based upon the size of the unit shown on the Settlement Voucher, or the unit size selected, whichever is lower. The payment will be equal to the lesser of the deposit charged by the owner or the following, or as otherwise agreed in writing by Plaintiffs' Class Counsel and DHA and/or its counsel:

One Bedroom: up to \$250,

Two Bedrooms: up to \$750,

Three Bedrooms: up to \$1,200,

Four Bedrooms: up to \$1,500,

Five Bedrooms: up to \$1,800,

Six Bedrooms: up to \$2,000.

B. DHA will not pay Security Deposit Assistance on behalf of a Walker Client for amounts that are higher than what is charged to unassisted tenants in the private rental market. Payment for security deposit assistance will be made directly to the owner or reimbursed to the Walker Client, at the option of the Walker Client, upon receipt of proof of payment.

C. Under state law, the landlord may deduct from the Security Deposit Assistance, the amount for which the Walker Client is legally liable under the lease. Texas Property Code, Section 92.104. State law also requires the landlord to provide an itemized statement to the Walker Client setting out the cost of repairs, if any, and an explanation of all amounts deducted from the security deposit when the tenant moves. The refund of the Security Deposit Assistance will be made directly to the Walker Client.

4. Landlord Bonus Incentive Payments

DHA may use Mobility Funding to pay an additional landlord incentive bonus payment to owners with properties in Eligible Census Tracts for Walker Clients. DHA may pay up to \$1,000 or an amount equal to the first month's rent, whichever is lower, as a landlord incentive bonus, if needed, to obtain a unit for the Walker Client.

5. Utility Deposits

Upon request and proof of payment, DHA will reimburse Walker Clients using Mobility Funding for utility deposits up to \$200 per family.

6. Moving Expenses

Upon request, DHA will provide Mobility Financial Assistance to Walker Clients to pay moving expenses up to \$200 per family.

7. Mobility Counseling Software

Unless otherwise agreed upon between the parties, DHA may use up to \$250,000 of Mobility Funding to use in development of software and a mobile application for use by Class Members and other DHA clients to identify and locate affordable housing in areas of high opportunity.

8. Administration Costs

DHA is authorized to spend no more than \$150,000 per year to pay the salary and benefits of DHA employees to assist in administering this Plan. The \$150,000 per year may also be used to pay costs related to updating and administering the waiting list (postage, software costs, etc.).

IV.
ISSUANCE OF SETTLEMENT VOUCHERS

1. Number of Settlement Vouchers in Use Or Available for Re-Issuance

As of the date of this Plan, DHA has 2,646 Settlement Vouchers that are either in use or available for re-issuance to Class Members.

2. Availability of Settlement Vouchers for Re-issuance

A. Each of the remaining Settlement Vouchers will remain available for re-issuance as a Settlement Voucher to another class member when the class member using the Settlement Voucher transfers to any other Dallas Housing Authority program. The withdrawal from the Walker Settlement Voucher program because of a Walker Client's inability to obtain a unit within the allotted or extended period is neither a voluntary nor an involuntary termination of participation in the Walker Settlement Program for purposes of the reassignment of the Walker Settlement Voucher. DHA will provide to Plaintiffs' Counsel a monthly report with a list of Walker Clients that have been sent a notice of program termination.

B. WSVs shall be reassigned when the WSV recipient is no longer eligible for the WSV but remains a participant in the Housing Choice Voucher program or another DHA housing program. One instance in which the WSV becomes available for reassignment is after a WSV participant moves to a location that is not in an Eligible Census Tract and remains a participant in the DHA Housing Voucher Program. A WSV is not eligible for reassignment if the WSV participant, while residing in an Eligible Census Tract, terminates or is terminated from participation in the voucher program and is no longer a participant in any DHA housing program.

C. A Settlement Voucher will become a regular Housing Choice Voucher when the class member using the Settlement Voucher ceases receiving benefits from any DHA housing program, whether such cessation of benefits is voluntarily or involuntarily. DHA will add

language in WSV termination notices to Walker Clients informing them of option to contact ICP. The ICP telephone number provided will be (214) 658-1339; the ICP email address provided will be: map@inclusivecommunities.net.

3. R/ECAP Priority Procedure and Waiting List Management

DHA will offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the following priorities: First priority will be to regular HCV participants currently residing in a R/ECAP area; Second priority will be to applicants selected from DHA's WSV waiting list with consideration of whether those families are residing in a R/ECAP area; Third priority will be to all other applicants on DHA's WSV waiting list.

4. Eligibility Determination for Walker Settlement Voucher.

The Substitution Plan limits participation in the Program to African Americans and such eligibility shall be determined by the race of the Head of Household. DHA will select eligible applicants based on DHA's current Section 8 Administrative Plan.

5. ICP Referral Reassignment

A. ICP will provide to the DHA Walker Coordinator (or other appropriate DHA official or employee) the names of Class Members with a Housing Choice Voucher that want a reassigned Settlement Voucher and have a Request for Tenancy Approval ("RFTA") for a unit in an Eligible Census Tract. This process only applies if WSV are available for re-issuance.

B. DHA must verify that the unit is in an Eligible Census Tract and that the family is an eligible class member. If verified, the RFTA shall be stamped "WALKER REASSIGNMENT" and processed as a Walker Settlement Voucher, subject to DHA's internal process and procedures. The applicable WSV payment standard will begin at the time of the effective date of

the HUD Form 50058 created to implement such reassignment.

6. Retaining a Settlement Voucher After Census Tract Location Becomes Ineligible (Conversion)

A. After the determination of census tract eligibility for Settlement Voucher placement is made pursuant to the 2020 U.S. Decennial Census, DHA will prepare a list of Walker Clients it asserts are no longer located in Settlement Voucher Eligible Census Tracts. DHA will provide to Plaintiffs' Class Counsel the list of these Walker Clients that includes the name of the voucher holder, the DHA client number of the voucher holder, the street address of the unit including street name, street number, zip code, the new census tract number and the census tract number under the 2010 U.S. Decennial Census.

B. DHA will send a notice to each current Walker Client who is no longer living in an Eligible Census Tract. The notice will advise the Walker Client that their current WSV will change to a regular Section 8 Housing Choice Voucher unless the Walker Client notifies DHA that she or he wishes to move to a unit in a location in which the WSV can be used. The notice should state that the reason is because of changes in U.S. Census data that make the tract ineligible for Settlement Vouchers. DHA's notice should inform the household that the change does not mean the family will lose their voucher. The notice should state that the change will cause the voucher to become a regular Housing Choice Voucher without the Walker Settlement Voucher payment standard unless the household moves to an eligible location before the second regular re-examination after the date the parties agree to the Eligible Census Tracts or the Court orders the implementation of new Eligible Census Tracts. This deadline can be extended to the expiration of the current lease term or for other good cause, such as waiting until the end of a school year. DHA will send a copy of each notice to Plaintiffs' Class Counsel at the same time the notice is sent to the Walker Client.

C. The notice should provide the Walker Client with the name, phone number, and email address of a DHA employee who can answer questions about the notice and the change. The notice should provide the Walker Client with the Inclusive Communities Project, Inc.'s (ICP) availability to provide information about the notice and the change. The ICP telephone number to be provided is (214) 658-1339. The ICP email address to be provided is: map@inclusivecommunities.net.

D. The notice should inform the Walker Client that if she or he wants to continue as a Walker Client, then mobility counseling—including search assistance and financial assistance—may be available for a move to an Eligible Census Tract. The Mobility Financial Assistance for conversion Walker Clients may include a security deposit payment if the Walker Client has not received previous security deposit assistance. The notice should state that ICP's mobility counseling and search assistance is also available to the Walker Client.

E. If a Walker Client does not move to an eligible census tract and becomes a regular Housing Choice Voucher participant, the Settlement Voucher is available for re-issuance to another class member. DHA will offer the number of vouchers for re-issuance to current HCV participants living in R/ECAP areas, then to current HCV participants living in a Walker ECT.

7. Relocation Does Not Terminate Settlement Voucher

The continuation of a class member's participation in the Settlement Voucher program by the class member's relocation from a census tract that becomes ineligible because of a change in relevant U.S. Census data for that tract is neither the termination of participation in the Walker Settlement Voucher program nor the re-issuance of a Settlement Voucher.

V.
ORIENTATION & ELIGIBILITY BRIEFING

1. Information Provided

A. DHA, with ICP's participation, will provide an orientation briefing packet with information on Settlement Voucher housing opportunities for Class Members. DHA will provide information on the benefits and limitations of the Settlement Voucher Program. The benefits may include but are not limited to:

a. The information required by 24 C.F.R. § 985.3(g), 24 C.F.R. § 982.301(a)(3) and 24 C.F.R. § 982.301(b) (11), (15).

b. opportunity to live in good quality, safe neighborhoods with access to good schools and employment prospects;

c. monetary assistance to defray the cost of application fees, security deposits, and moving expenses, as available;

d. higher payment standards to defray the cost of higher rents;

e. assistance and counseling in locating housing;

f. financial incentives to prospective landlords.

B. DHA will provide information on the following limitations of the Settlement Voucher program:

a. Settlement Vouchers must always be used in Eligible Census Tracts;

b. Walker Clients must find housing in the Eligible Census Tracts in Collin, Dallas, Denton, Ellis, Kaufman, Rockwall or Tarrant Counties;

c. Walker Clients will not be able to use their Settlement Vouchers to move outside of these areas under the portability feature of the Housing Choice Voucher Program;

d. Landlords in Eligible Census Tracts generally may have more stringent screening criteria and may be unwilling to lease to anyone with a criminal background, poor credit, and/or rental history absent a guarantor or higher security deposit; and

e. Class members may encounter discrimination in their search for housing. DHA asks that any Class Members who believe they are being discriminated against by landlords to inform their DHA contact person. Class members are also encouraged to report possible discrimination to HUD or the City of Dallas Fair Housing Offices

DHA will brief Walker Clients and provide information regarding the WSV Program, DHA policies and procedures, fair housing, and other information concerning locating housing in Eligible Census Tracts.

2. Search Period

Each Walker Client will be authorized to search for suitable housing in Eligible Census Tracts for 120 days. During the search period, DHA, with the assistance of ICP, will offer assistance to evaluate problems encountered during their initial housing search.

3. Cooperation with ICP

DHA will continue to provide ICP with access to its Housing Choice Voucher Program briefings and Settlement Voucher briefings and waiting list briefings as part of ICP's program providing mobility assistance to Plaintiff Class Members. DHA will provide ICP with a copy of the sign-in sheet from any Walker Settlement Voucher briefing.

VI.
PAYMENT STANDARD

The payment standard for Settlement Vouchers is up to 125% of the relevant SAFMR. Upon HUD publication of new SAFMRs, the payment standard based on those SAFMRs shall be effective no later than three months immediately following HUD's final publication of the SAFMRs for the next fiscal or calendar year and in compliance with 24 C.F.R. 982.503(b).

VII.
LANDLORD RECRUITMENT

1. Landlord Outreach

DHA will conduct outreach to landlords with properties in Eligible Census Tracts in DHA's area of operation, which includes Dallas, Tarrant, Denton, Collin, Kaufman, Rockwall, and Ellis counties and provide the landlords with information about the WSV Program, the availability of landlord incentive programs, and work with ICP regarding providing information about its programs including the sublease/guarantor program.

DHA will maintain a record of each contact with a landlord with a property or properties in Eligible Census Tracts that includes any reason given by a landlord for not listing their property as available for Walker Clients. This record shall be made available upon request by Plaintiffs' Class Counsel.

2. Resources About Landlords

DHA's information packet for each Walker Client will include information on available resources regarding landlords or available units and other relevant information to assist Walker Clients in locating and obtaining suitable housing and comply with the requirements of 24 C.F.R. 982.301(b).

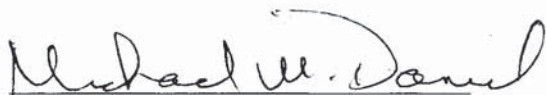
VIII.
SHORTFALL PROCEDURE

In the event DHA is instructed by HUD to suspend or cease issuance or re-issuance of any Settlement Voucher based on a lack of HUD-provided Housing Assistance Payment funding due to DHA entering “Shortfall” funding status (as that term is used by HUD) or for any other reason, DHA will provide Plaintiffs’ Class Counsel with the documents containing the information relating to the HUD Shortfall funding or other reason for the instruction to cease issuance or re-issuance of Walker Settlement Vouchers.

IX.
REPORTS AND DOCUMENTS TO BE PROVIDED

DHA will provide the reports, documents, and information required by the Judgment, including those reports identified in Paragraph 13 of the Judgment, in a computer readable format appropriate to the information being provided and including the information as set forth in the document attached as Exhibit 2 to this Plan, which is a template showing the reports DHA will provide under Paragraph 13 of the Judgment and identifying the information that will be provided in those reports.

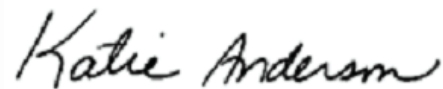
AGREED:



MICHAEL M. DANIEL

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Counsel for Plaintiffs



KATIE ANDERSON

Counsel for the Housing Authority
of the City of Dallas, Texas

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Collin	301	Anna	0.7%	8.2%		WTA	
Collin	301	Blue Ridge	0.7%	8.2%		WTA	
Collin	301	Farmersville	0.7%	8.2%		WTA	
Collin	302.01	Anna	2.0%	1.2%		WTA	
Collin	302.01	McKinney	2.0%	1.2%		WTA	
Collin	302.01	Melissa	2.0%	1.2%		WTA	
Collin	302.01	New Hope	2.0%	1.2%		WTA	
Collin	302.02	Anna	1.6%	9.7%		WTA	
Collin	302.02	McKinney	1.6%	9.7%		WTA	
Collin	302.02	Melissa	1.6%	9.7%		WTA	
Collin	302.02	Weston	1.6%	9.7%		WTA	
Collin	302.03	Anna	7.2%	12.5%		WTA	
Collin	302.03	Melissa	7.2%	12.5%		WTA	
Collin	303.01	Celina	12.0%	5.4%		WTA	
Collin	303.01	McKinney	12.0%	5.4%		WTA	
Collin	303.02	Celina	4.6%	0.0%		WTA	
Collin	303.02	Frisco	4.6%	0.0%		WTA	
Collin	303.02	Prosper	4.6%	0.0%		WTA	
Collin	303.03	Frisco	6.6%	1.6%		WTA	
Collin	303.03	Prosper	6.6%	1.6%		WTA	
Collin	303.04	Frisco	4.2%	10.2%		WTA	
Collin	303.04	Prosper	4.2%	10.2%		WTA	
Collin	303.05	Celina	3.5%	5.4%		WTA	
Collin	303.05	McKinney	3.5%	5.4%		WTA	
Collin	303.05	Prosper	3.5%	5.4%		WTA	
Collin	304.03	Frisco	6.7%	7.0%		WTA	
Collin	304.04	Frisco	8.4%	5.7%		WTA	
Collin	304.05	Frisco	12.1%	6.7%		WTA	
Collin	304.06	Frisco	8.6%	18.9%		WTA	
Collin	304.07	Frisco	5.7%	0.7%		WTA	
Collin	304.08	Frisco	11.1%	14.3%		WTA	
Collin	305.04	Frisco	12.5%	5.6%		WTA	
Collin	305.05	Frisco	13.9%	2.3%		WTA	
Collin	305.06	Frisco	5.7%	0.0%		WTA	
Collin	305.07	Frisco	3.4%	2.7%		WTA	
Collin	305.08	Frisco	4.0%	0.9%		WTA	
Collin	305.09	Frisco	7.3%	1.8%		WTA	
Collin	305.1	Frisco	14.4%	1.2%		WTA	
Collin	305.11	Frisco	8.7%	0.5%		WTA	
Collin	305.12	Frisco	4.6%	3.1%		WTA	
Collin	305.13	McKinney	13.6%	12.3%		WTA	



County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Collin	305.14	McKinney	11.3%	3.8%		WTA	
Collin	305.15	McKinney	13.3%	3.8%		WTA	
Collin	305.16	McKinney	14.3%	6.8%		WTA	
Collin	305.17	McKinney	10.5%	1.1%		WTA	
Collin	305.18	Frisco	11.6%	0.0%		WTA	
Collin	305.19	Frisco	13.5%	0.0%		WTA	
Collin	305.2	Frisco	16.0%	4.5%		WTA	
Collin	305.21	Frisco	16.5%	0.0%		WTA	
Collin	305.22	McKinney	15.1%	4.6%		WTA	
Collin	305.22	Frisco	15.1%	4.6%		WTA	
Collin	305.23	McKinney	15.2%	10.7%		WTA	
Collin	305.23	Frisco	15.2%	10.7%		WTA	
Collin	305.24	McKinney	15.3%	2.8%		WTA	
Collin	305.24	Frisco	15.3%	2.8%		WTA	
Collin	305.25	McKinney	5.5%	3.0%		WTA	
Collin	305.25	Frisco	5.5%	3.0%		WTA	
Collin	305.26	McKinney	8.3%	7.3%		WTA	
Collin	305.27	McKinney	14.2%	7.6%		WTA	
Collin	305.28	McKinney	6.5%	3.7%		WTA	
Collin	305.29	McKinney	9.0%	4.9%		WTA	
Collin	305.3	McKinney	4.1%	2.7%		WTA	
Collin	305.31	McKinney	4.5%	3.8%		WTA	
Collin	306.01	McKinney	5.9%	1.7%		WTA	
Collin	306.03	McKinney	13.1%	8.4%		WTA	
Collin	306.04	McKinney	19.7%	9.9%		WTA	
Collin	306.05	McKinney	18.2%	2.9%		WTA	
Collin	307.01	McKinney	16.7%	37.3%		Not Eligible	
Collin	307.02	McKinney	6.8%	27.6%		Not Eligible	
Collin	308.01	Fairview	15.2%	17.3%		WTA	
Collin	308.01	McKinney	15.2%	17.3%		WTA	
Collin	308.02	McKinney	14.0%	27.1%		Not Eligible	
Collin	309	Fairview	17.3%	33.2%		Not Eligible	
Collin	309	McKinney	17.3%	33.2%		Not Eligible	
Collin	310.01	Lowry Crossing	1.8%	7.7%		WTA	
Collin	310.01	McKinney	1.8%	7.7%		WTA	
Collin	310.01	Princeton	1.8%	7.7%		WTA	
Collin	310.01	Wylie	1.8%	7.7%		WTA	
Collin	310.03	McKinney	8.6%	8.3%		WTA	
Collin	310.03	New Hope	8.6%	8.3%		WTA	
Collin	310.03	Princeton	8.6%	8.3%		WTA	
Collin	310.04	Princeton	2.6%	8.2%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Collin	310.04	Wylie	2.6%	8.2%		WTA	
Collin	311	Farmersville	4.8%	14.0%		WTA	
Collin	311	Nevada	4.8%	14.0%		WTA	
Collin	311	Wylie	4.8%	14.0%		WTA	
Collin	312.01	Josephine	2.8%	2.9%		WTA	
Collin	312.01	Lavon	2.8%	2.9%		WTA	
Collin	312.01	Nevada	2.8%	2.9%		WTA	
Collin	312.01	Wylie	2.8%	2.9%		WTA	
Collin	312.02	Dallas	4.7%	3.8%		WTA	
Collin	312.02	Lavon	4.7%	3.8%		WTA	
Collin	312.02	Royse City	4.7%	3.8%		WTA	
Collin	313.08	St. Paul	10.9%	4.7%		WTA	
Collin	313.08	Wylie	10.9%	4.7%		WTA	
Collin	313.09	Wylie	14.8%	2.6%		WTA	
Collin	313.1	Dallas	8.2%	4.8%		WTA	
Collin	313.1	Wylie	8.2%	4.8%		WTA	
Collin	313.11	Sachse	9.6%	3.0%		WTA	
Collin	313.11	Wylie	9.6%	3.0%		WTA	
Collin	313.12	Parker	8.6%	3.9%		WTA	
Collin	313.12	Plano	8.6%	3.9%		WTA	
Collin	313.13	Allen	8.5%	3.0%		WTA	
Collin	313.13	Lucas	8.5%	3.0%		WTA	
Collin	313.13	Murphy	8.5%	3.0%		WTA	
Collin	313.13	Parker	8.5%	3.0%		WTA	
Collin	313.14	Lucas	4.1%	0.0%		WTA	
Collin	313.14	St. Paul	4.1%	0.0%		WTA	
Collin	313.14	Wylie	4.1%	0.0%		WTA	
Collin	313.15	Murphy	15.2%	6.3%		WTA	
Collin	313.15	Parker	15.2%	6.3%		WTA	
Collin	313.15	Wylie	15.2%	6.3%		WTA	
Collin	313.16	Garland	11.0%	6.1%		WTA	
Collin	313.16	Murphy	11.0%	6.1%		WTA	
Collin	313.16	Plano	11.0%	6.1%		WTA	
Collin	313.16	Richardson	11.0%	6.1%		WTA	
Collin	313.17	Murphy	12.6%	3.3%		WTA	
Collin	313.17	Sachse	12.6%	3.3%		WTA	
Collin	313.17	Wylie	12.6%	3.3%		WTA	
Collin	314.05	Allen	5.9%	2.3%		WTA	
Collin	314.05	Plano	5.9%	2.3%		WTA	
Collin	314.06	Allen	9.1%	2.5%		WTA	
Collin	314.06	Fairview	9.1%	2.5%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Collin	314.07	Allen	2.2%	3.6%		WTA	
Collin	314.07	Fairview	2.2%	3.6%		WTA	
Collin	314.07	Lucas	2.2%	3.6%		WTA	
Collin	314.07	McKinney	2.2%	3.6%		WTA	
Collin	314.08	Allen	11.1%	2.8%		WTA	
Collin	314.08	Lucas	11.1%	2.8%		WTA	
Collin	314.09	Allen	10.7%	1.6%		WTA	
Collin	314.09	Plano	10.7%	1.6%		WTA	
Collin	314.1	Allen	10.3%	4.6%		WTA	
Collin	314.11	Allen	14.2%	0.0%		WTA	
Collin	314.11	Parker	14.2%	0.0%		WTA	
Collin	315.04	Allen	6.3%	5.1%		WTA	
Collin	315.05	Allen	4.7%	2.9%		WTA	
Collin	315.05	Plano	4.7%	2.9%		WTA	
Collin	315.06	Allen	15.1%	7.6%		WTA	
Collin	315.07	Allen	7.6%	7.9%		WTA	
Collin	315.08	Allen	9.7%	5.4%		WTA	
Collin	316.11	Plano	16.5%	13.9%		WTA	
Collin	316.12	Plano	5.9%	2.0%		WTA	
Collin	316.13	Plano	3.7%	4.8%		WTA	
Collin	316.21	Plano	9.0%	6.3%		WTA	
Collin	316.22	Plano	6.9%	2.1%		WTA	
Collin	316.23	Plano	6.4%	9.9%		WTA	
Collin	316.24	Plano	9.7%	29.9%		Not Eligible	
Collin	316.25	Plano	5.0%	4.0%		WTA	
Collin	316.26	Plano	4.1%	1.8%		WTA	
Collin	316.27	Plano	6.4%	4.1%		WTA	
Collin	316.28	Plano	7.7%	5.9%		WTA	
Collin	316.29	Plano	9.0%	8.8%		WTA	
Collin	316.3	Plano	6.2%	3.0%		WTA	
Collin	316.31	Plano	14.7%	9.3%		WTA	
Collin	316.32	Allen	9.7%	7.3%		WTA	
Collin	316.32	Plano	9.7%	7.3%		WTA	
Collin	316.33	Plano	7.6%	1.7%		WTA	
Collin	316.34	Plano	9.8%	10.2%		WTA	
Collin	316.35	Plano	18.8%	7.3%		WTA	
Collin	316.36	Plano	6.1%	2.4%		WTA	
Collin	316.37	Plano	4.3%	0.5%		WTA	
Collin	316.38	Plano	2.6%	2.8%		WTA	
Collin	316.39	Plano	9.1%	5.2%		WTA	
Collin	316.4	Plano	12.8%	7.8%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Collin	316.41	Plano	4.6%	3.6%		WTA	
Collin	316.42	Plano	4.9%	2.7%		WTA	
Collin	316.43	Plano	6.8%	7.8%		WTA	
Collin	316.45	Plano	1.7%	2.8%		WTA	
Collin	316.46	Plano	4.1%	3.3%		WTA	
Collin	316.47	Hebron	8.6%	4.2%		WTA	
Collin	316.47	Plano	8.6%	4.2%		WTA	
Collin	316.48	Plano	5.2%	2.7%		WTA	
Collin	316.49	Carrollton	3.1%	3.6%		WTA	
Collin	316.49	Dallas	3.1%	3.6%		WTA	
Collin	316.49	Hebron	3.1%	3.6%		WTA	
Collin	316.49	Plano	3.1%	3.6%		WTA	
Collin	316.52	Plano	8.5%	3.8%		WTA	
Collin	316.53	Plano	9.8%	5.3%		WTA	
Collin	316.54	Plano	2.2%	4.5%		WTA	
Collin	316.55	Plano	8.2%	12.9%		WTA	
Collin	316.56	Plano	12.7%	1.0%		WTA	
Collin	316.57	Plano	12.8%	28.4%		Not Eligible	
Collin	316.58	Plano	10.6%	11.9%		WTA	
Collin	316.59	Plano	11.8%	0.0%		WTA	
Collin	316.6	Plano	13.1%	4.7%		WTA	
Collin	316.61	Plano	5.9%	2.6%		WTA	
Collin	316.62	Plano	5.5%	2.0%		WTA	
Collin	316.63	Plano	6.3%	0.9%		WTA	
Collin	316.64	Plano	4.6%	2.7%		WTA	
Collin	317.04	Dallas	13.1%	8.9%		WTA	
Collin	317.06	Dallas	3.2%	2.8%		WTA	
Collin	317.08	Dallas	13.7%	14.9%		WTA	
Collin	317.09	Dallas	9.2%	2.9%	Yes	Not Eligible	Agreed upon by parties
Collin	317.09	Plano	9.2%	2.9%	Yes	Not Eligible	Agreed upon by parties
Collin	317.11	Dallas	12.2%	0.3%		WTA	
Collin	317.12	Dallas	17.8%	7.6%		WTA	
Collin	317.13	Dallas	25.3%	8.8%		WTA	
Collin	317.14	Dallas	35.1%	15.3%		Not Eligible	
Collin	317.14	Plano	35.1%	15.3%		Not Eligible	
Collin	317.15	Dallas	5.1%	3.9%		WTA	
Collin	317.15	Plano	5.1%	3.9%		WTA	
Collin	317.16	Dallas	11.4%	12.5%		WTA	
Collin	317.17	Dallas	16.7%	23.5%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Collin	317.18	Dallas	5.2%	8.2%		WTA	
Collin	317.19	Dallas	6.5%	9.4%		WTA	
Collin	317.2	Dallas	19.7%	32.1%		Not Eligible	
Collin	318.02	Plano	9.3%	4.3%		WTA	
Collin	318.02	Richardson	9.3%	4.3%		WTA	
Collin	318.04	Dallas	5.3%	34.8%		Not Eligible	Agreed upon by parties
Collin	318.04	Plano	5.3%	34.8%		Not Eligible	Agreed upon by parties
Collin	318.04	Richardson	5.3%	34.8%		Not Eligible	Agreed upon by parties
Collin	318.05	Richardson	2.8%	3.0%		WTA	
Collin	318.06	Richardson	6.9%	11.7%		WTA	
Collin	318.07	Plano	3.0%	12.5%		WTA	
Collin	318.07	Richardson	3.0%	12.5%		WTA	
Collin	319	Plano	14.7%	28.5%		Not Eligible	
Collin	319	Richardson	14.7%	28.5%		Not Eligible	
Collin	320.03	Plano	10.3%	16.9%		WTA	
Collin	320.04	Plano	11.6%	11.9%		WTA	
Collin	320.08	Plano	11.3%	11.1%		WTA	
Collin	320.09	Garland	6.2%	0.6%		WTA	
Collin	320.09	Richardson	6.2%	0.6%		WTA	
Collin	320.1	Plano	18.2%	17.9%		WTA	
Collin	320.11	Garland	8.4%	0.5%		WTA	
Collin	320.11	Plano	8.4%	0.5%		WTA	
Collin	320.11	Richardson	8.4%	0.5%		WTA	
Collin	320.12	Plano	10.7%	7.4%		WTA	
Collin	320.13	Plano	14.5%	17.0%		WTA	
Dallas	1	Dallas	3.1%	8.4%		WTA	
Dallas	2.01	Dallas	1.1%	4.5%		WTA	
Dallas	2.02	Dallas	1.7%	4.6%		WTA	
Dallas	3	Dallas	2.7%	7.6%		WTA	
Dallas	3	Highland Park	2.7%	7.6%		WTA	
Dallas	4.01	Dallas	11.9%	29.8%		Not Eligible	
Dallas	4.04	Dallas	6.2%	25.0%		Not Eligible	
Dallas	4.05	Dallas	35.2%	47.5%		Not Eligible	
Dallas	4.06	Dallas	2.9%	34.2%		Not Eligible	
Dallas	5	Dallas	7.5%	32.7%		Not Eligible	
Dallas	6.01	Dallas	7.4%	25.6%		Not Eligible	
Dallas	6.01	Highland Park	7.4%	25.6%		Not Eligible	
Dallas	6.03	Dallas	4.1%	5.8%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	6.03	Highland Park	4.1%	5.8%		WTA	
Dallas	6.05	Dallas	5.1%	8.1%		WTA	
Dallas	6.06	Dallas	3.0%	5.6%		WTA	
Dallas	6.06	Highland Park	3.0%	5.6%		WTA	
Dallas	7.01	Dallas	2.7%	9.4%		WTA	
Dallas	7.02	Dallas	3.0%	20.3%		WTA	
Dallas	7.02	Highland Park	3.0%	20.3%		WTA	
Dallas	8	Dallas	16.5%	29.5%		Not Eligible	
Dallas	9	Dallas	4.8%	38.4%		Not Eligible	
Dallas	10.01	Dallas	2.0%	2.0%		WTA	
Dallas	10.02	Dallas	2.5%	8.0%		WTA	
Dallas	11.01	Dallas	3.9%	12.6%		WTA	
Dallas	11.02	Dallas	3.1%	2.4%		WTA	
Dallas	12.02	Dallas	17.8%	15.1%		WTA	
Dallas	12.03	Dallas	2.4%	19.9%		WTA	
Dallas	12.04	Dallas	2.3%	45.3%		Not Eligible	
Dallas	13.01	Dallas	5.5%	17.3%		WTA	
Dallas	13.02	Dallas	9.0%	14.0%		WTA	
Dallas	14	Dallas	12.7%	28.9%		Not Eligible	
Dallas	15.02	Dallas	12.0%	23.1%		Not Eligible	
Dallas	15.03	Dallas	13.9%	37.9%		Not Eligible	
Dallas	15.04	Dallas	17.1%	31.4%		Not Eligible	
Dallas	16	Dallas	42.0%	46.3%		Not Eligible	
Dallas	17.01	Dallas	6.7%	0.0%		WTA	
Dallas	17.03	Dallas	3.6%	0.8%		WTA	
Dallas	17.04	Dallas	3.1%	3.0%		WTA	
Dallas	18	Dallas	3.4%	4.5%		WTA	
Dallas	19	Dallas	11.5%	13.8%	Yes	Not Eligible	
Dallas	20	Dallas	18.0%	32.8%		Not Eligible	
Dallas	21	Dallas	23.3%	4.6%		WTA	
Dallas	22	Dallas	18.2%	19.7%		WTA	
Dallas	24	Dallas	3.5%	37.5%		Not Eligible	
Dallas	25	Dallas	27.9%	26.0%		Not Eligible	
Dallas	27.01	Dallas	90.6%	71.1%		Not Eligible	
Dallas	27.02	Dallas	88.8%	35.8%		Not Eligible	
Dallas	31.01	Dallas	12.6%	4.6%		WTA	
Dallas	34	Dallas	73.3%	45.3%		Not Eligible	
Dallas	37	Dallas	91.6%	33.9%		Not Eligible	
Dallas	38	Dallas	95.2%	34.9%		Not Eligible	
Dallas	39.01	Dallas	93.8%	47.2%		Not Eligible	
Dallas	39.02	Dallas	74.8%	38.3%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	40	Dallas	89.0%	27.0%		Not Eligible	
Dallas	41	Dallas	58.9%	67.7%		Not Eligible	
Dallas	42.01	Dallas	4.0%	19.5%		WTA	
Dallas	42.02	Dallas	4.4%	17.7%		WTA	
Dallas	43	Dallas	11.0%	34.7%		Not Eligible	
Dallas	44	Dallas	6.4%	5.8%		WTA	
Dallas	45	Dallas	2.8%	14.3%		WTA	
Dallas	46	Dallas	7.1%	9.0%		WTA	
Dallas	47	Dallas	5.1%	38.1%		Not Eligible	
Dallas	48	Dallas	4.7%	25.1%		Not Eligible	
Dallas	49	Dallas	59.8%	43.2%		Not Eligible	
Dallas	50	Dallas	8.0%	25.0%		Not Eligible	
Dallas	51	Dallas	2.9%	28.4%		Not Eligible	
Dallas	52	Dallas	2.3%	19.6%		WTA	
Dallas	53	Dallas	1.9%	20.5%		WTA	
Dallas	54	Dallas	42.1%	39.6%		Not Eligible	
Dallas	55	Dallas	57.1%	33.9%		Not Eligible	
Dallas	56	Dallas	25.5%	35.1%		Not Eligible	
Dallas	57	Dallas	59.5%	41.1%		Not Eligible	
Dallas	59.01	Dallas	74.6%	30.4%		Not Eligible	
Dallas	59.02	Dallas	73.3%	22.2%		Not Eligible	
Dallas	60.01	Dallas	22.7%	46.6%		Not Eligible	
Dallas	60.02	Dallas	51.5%	34.5%		Not Eligible	
Dallas	61	Dallas	45.6%	28.2%		Not Eligible	
Dallas	62	Dallas	32.7%	24.1%		Not Eligible	
Dallas	63.01	Dallas	9.6%	23.5%		Not Eligible	
Dallas	63.02	Dallas	3.0%	16.1%		WTA	
Dallas	64.01	Dallas	1.6%	21.4%		WTA	
Dallas	64.02	Dallas	1.6%	22.7%		Not Eligible	
Dallas	65.01	Cockrell Hill	4.5%	16.5%		WTA	
Dallas	65.01	Dallas	4.5%	16.5%		WTA	
Dallas	65.02	Dallas	1.9%	19.3%		WTA	
Dallas	67	Cockrell Hill	2.3%	21.7%		WTA	
Dallas	67	Dallas	2.3%	21.7%		WTA	
Dallas	68	Dallas	8.8%	19.7%		WTA	
Dallas	69	Dallas	13.9%	28.6%		Not Eligible	
Dallas	71.01	Dallas	2.4%	1.9%		WTA	
Dallas	71.01	Highland Park	2.4%	1.9%		WTA	
Dallas	71.02	Dallas	37.9%	21.2%		Not Eligible	
Dallas	72.01	Dallas	3.4%	32.1%		Not Eligible	
Dallas	72.02	Dallas	2.8%	34.0%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	73.01	Dallas	0.6%	2.1%		WTA	
Dallas	73.01	University Park	0.6%	2.1%		WTA	
Dallas	73.02	Dallas	3.7%	7.7%		WTA	
Dallas	76.01	Dallas	1.2%	1.5%		WTA	
Dallas	76.04	Dallas	1.0%	4.1%		WTA	
Dallas	76.05	Dallas	1.4%	3.2%		WTA	
Dallas	77	Dallas	0.9%	5.8%		WTA	
Dallas	78.01	Dallas	2.6%	2.7%		WTA	
Dallas	78.04	Dallas	62.4%	25.2%		Not Eligible	
Dallas	78.05	Dallas	24.7%	11.9%		WTA	
Dallas	78.09	Dallas	19.7%	26.3%		Not Eligible	
Dallas	78.1	Dallas	21.2%	4.7%		WTA	
Dallas	78.11	Dallas	61.6%	29.2%		Not Eligible	
Dallas	78.12	Dallas	1.8%	1.6%		WTA	
Dallas	78.15	Dallas	23.2%	46.4%		Not Eligible	
Dallas	78.18	Dallas	21.8%	29.3%		Not Eligible	
Dallas	78.19	Dallas	25.8%	42.8%		Not Eligible	
Dallas	78.2	Dallas	24.1%	40.5%		Not Eligible	
Dallas	78.21	Dallas	15.1%	21.9%		WTA	
Dallas	78.22	Dallas	15.8%	2.4%		WTA	
Dallas	78.23	Dallas	12.5%	34.1%		Not Eligible	
Dallas	78.24	Dallas	1.9%	0.0%		WTA	
Dallas	78.25	Dallas	32.9%	15.6%		Not Eligible	
Dallas	78.26	Dallas	46.9%	33.5%		Not Eligible	
Dallas	78.27	Dallas	54.2%	21.9%		Not Eligible	
Dallas	79.02	Dallas	4.6%	17.7%		WTA	
Dallas	79.03	Dallas	4.8%	8.6%		WTA	
Dallas	79.06	Dallas	1.1%	6.2%		WTA	
Dallas	79.09	Dallas	12.0%	10.9%		WTA	
Dallas	79.1	Dallas	10.6%	9.6%		WTA	
Dallas	79.11	Dallas	8.4%	8.8%		WTA	
Dallas	79.12	Dallas	8.6%	13.1%		WTA	
Dallas	79.13	Dallas	16.3%	4.9%		WTA	
Dallas	79.14	Dallas	10.9%	21.4%		WTA	
Dallas	80	Dallas	0.7%	0.7%		WTA	
Dallas	81	Dallas	4.4%	5.8%		WTA	
Dallas	82	Dallas	16.7%	9.8%		WTA	
Dallas	84	Dallas	6.1%	28.8%		Not Eligible	
Dallas	85	Dallas	15.7%	25.0%		Not Eligible	
Dallas	86.03	Dallas	62.2%	33.3%		Not Eligible	
Dallas	86.04	Dallas	80.0%	56.5%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	87.01	Dallas	91.8%	46.4%		Not Eligible	
Dallas	87.03	Dallas	68.1%	28.1%		Not Eligible	
Dallas	87.04	Dallas	89.5%	39.5%		Not Eligible	
Dallas	87.05	Dallas	79.9%	12.8%		Not Eligible	
Dallas	88.01	Dallas	83.3%	21.0%		Not Eligible	
Dallas	88.02	Dallas	77.4%	40.2%		Not Eligible	
Dallas	89	Dallas	68.7%	44.7%		Not Eligible	
Dallas	90	Dallas	31.6%	22.4%		Not Eligible	
Dallas	91.01	Dallas	26.6%	25.5%		Not Eligible	
Dallas	91.03	Dallas	32.9%	24.8%		Not Eligible	
Dallas	91.04	Dallas	20.2%	34.4%		Not Eligible	
Dallas	91.05	Dallas	10.9%	26.3%		Not Eligible	
Dallas	92.01	Dallas	22.9%	15.3%		WTA	
Dallas	92.02	Dallas	12.8%	28.0%		Not Eligible	
Dallas	93.01	Dallas	7.0%	29.9%		Not Eligible	
Dallas	93.03	Dallas	15.5%	35.4%		Not Eligible	
Dallas	93.04	Dallas	69.3%	54.9%		Not Eligible	
Dallas	94.01	Dallas	3.5%	7.7%		WTA	
Dallas	94.02	Dallas	1.3%	5.7%		WTA	
Dallas	95	Dallas	2.0%	4.9%		WTA	
Dallas	96.03	Dallas	6.2%	2.1%		WTA	
Dallas	96.04	Dallas	11.0%	21.5%		WTA	
Dallas	96.05	Dallas	7.4%	17.3%		WTA	
Dallas	96.07	Dallas	3.8%	12.0%		WTA	
Dallas	96.08	Dallas	8.7%	17.1%		WTA	
Dallas	96.09	Dallas	2.2%	2.3%		WTA	
Dallas	96.1	Dallas	4.7%	41.9%		Not Eligible	
Dallas	96.11	Dallas	6.6%	16.2%		WTA	
Dallas	97.01	Dallas	4.4%	16.0%		WTA	
Dallas	97.02	Dallas	4.4%	1.9%		WTA	
Dallas	98.02	Dallas	2.0%	23.7%		Not Eligible	
Dallas	98.03	Dallas	11.2%	14.5%		WTA	
Dallas	98.04	Dallas	3.3%	51.9%		Not Eligible	
Dallas	99	Dallas	14.3%	20.2%		WTA	
Dallas	99	Farmers Branch	14.3%	20.2%		WTA	
Dallas	99	Irving	14.3%	20.2%		WTA	
Dallas	100	Dallas	48.1%	23.4%		Not Eligible	
Dallas	100	Irving	48.1%	23.4%		Not Eligible	
Dallas	101.01	Dallas	50.6%	39.0%		Not Eligible	
Dallas	101.02	Dallas	6.4%	32.7%		Not Eligible	
Dallas	105	Dallas	42.1%	26.4%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	106.01	Dallas	4.5%	23.5%		Not Eligible	
Dallas	106.02	Dallas	20.5%	31.2%		Not Eligible	
Dallas	107.01	Dallas	6.8%	24.4%		Not Eligible	
Dallas	107.03	Dallas	15.9%	27.7%		Not Eligible	
Dallas	107.03	Grand Prairie	15.9%	27.7%		Not Eligible	
Dallas	107.04	Dallas	22.5%	32.1%		Not Eligible	
Dallas	108.01	Dallas	13.7%	19.1%		WTA	
Dallas	108.03	Dallas	46.9%	8.7%		Not Eligible	
Dallas	108.04	Dallas	33.1%	35.8%		Not Eligible	
Dallas	108.05	Dallas	25.6%	25.2%		Not Eligible	
Dallas	109.02	Dallas	89.0%	35.4%		Not Eligible	
Dallas	109.03	Dallas	55.0%	27.7%		Not Eligible	
Dallas	109.03	Duncanville	55.0%	27.7%		Not Eligible	
Dallas	109.04	Dallas	81.0%	24.9%		Not Eligible	
Dallas	109.04	Duncanville	81.0%	24.9%		Not Eligible	
Dallas	110.01	Dallas	84.4%	15.7%		Not Eligible	
Dallas	110.02	Dallas	76.2%	8.1%		Not Eligible	
Dallas	111.01	Dallas	88.8%	7.2%		Not Eligible	
Dallas	111.03	Dallas	46.4%	19.2%		Not Eligible	
Dallas	111.04	Dallas	79.2%	22.6%		Not Eligible	
Dallas	111.05	Dallas	68.8%	30.9%		Not Eligible	
Dallas	112	Dallas	80.6%	24.4%		Not Eligible	
Dallas	112	Lancaster	80.6%	24.4%		Not Eligible	
Dallas	113	Dallas	92.3%	16.2%		Not Eligible	
Dallas	113	Lancaster	92.3%	16.2%		Not Eligible	
Dallas	114.01	Dallas	89.7%	57.5%		Not Eligible	
Dallas	115	Dallas	32.0%	61.6%		Not Eligible	
Dallas	116.01	Dallas	57.8%	32.6%		Not Eligible	
Dallas	116.02	Dallas	14.7%	28.4%		Not Eligible	
Dallas	117.01	Dallas	26.0%	29.1%		Not Eligible	
Dallas	117.02	Balch Springs	11.2%	14.0%		WTA	
Dallas	117.02	Dallas	11.2%	14.0%		WTA	
Dallas	118	Balch Springs	34.6%	43.4%		Not Eligible	
Dallas	118	Dallas	34.6%	43.4%		Not Eligible	
Dallas	119	Balch Springs	29.7%	27.4%		Not Eligible	
Dallas	119	Dallas	29.7%	27.4%		Not Eligible	
Dallas	119	Mesquite	29.7%	27.4%		Not Eligible	
Dallas	120	Dallas	42.0%	19.8%		Not Eligible	
Dallas	121	Dallas	48.9%	25.2%		Not Eligible	
Dallas	122.04	Dallas	22.8%	13.5%		WTA	
Dallas	122.06	Dallas	44.5%	13.1%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	122.07	Dallas	46.9%	22.0%		Not Eligible	
Dallas	122.07	Mesquite	46.9%	22.0%		Not Eligible	
Dallas	122.08	Dallas	36.5%	47.7%		Not Eligible	
Dallas	122.09	Dallas	12.7%	21.1%		WTA	
Dallas	122.1	Dallas	53.3%	42.8%		Not Eligible	
Dallas	122.11	Dallas	43.4%	27.1%		Not Eligible	
Dallas	123.01	Dallas	13.6%	19.3%		WTA	
Dallas	123.02	Dallas	46.3%	46.3%		Not Eligible	
Dallas	123.02	Mesquite	46.3%	46.3%		Not Eligible	
Dallas	124	Dallas	6.0%	11.8%		WTA	
Dallas	125	Dallas	7.8%	15.6%		WTA	
Dallas	125	Mesquite	7.8%	15.6%		WTA	
Dallas	126.01	Dallas	18.1%	17.0%		WTA	
Dallas	126.01	Garland	18.1%	17.0%		WTA	
Dallas	126.03	Dallas	8.6%	3.5%		WTA	
Dallas	126.04	Dallas	33.7%	22.7%		Not Eligible	
Dallas	126.04	Garland	33.7%	22.7%		Not Eligible	
Dallas	126.04	Mesquite	33.7%	22.7%		Not Eligible	
Dallas	127.01	Dallas	9.2%	24.6%		Not Eligible	
Dallas	127.01	Garland	9.2%	24.6%		Not Eligible	
Dallas	127.02	Dallas	10.8%	10.5%		WTA	
Dallas	128	Dallas	5.1%	7.5%		WTA	
Dallas	129	Dallas	6.9%	8.3%		WTA	
Dallas	130.04	Dallas	4.7%	3.6%	Yes	Not Eligible	Agreed upon by parties
Dallas	130.05	Dallas	1.7%	1.9%		WTA	
Dallas	130.07	Dallas	16.0%	12.0%		WTA	
Dallas	130.08	Dallas	11.8%	15.3%		WTA	
Dallas	130.09	Dallas	30.5%	12.9%		Not Eligible	
Dallas	130.1	Dallas	25.6%	23.2%		Not Eligible	
Dallas	130.1	Garland	25.6%	23.2%		Not Eligible	
Dallas	130.11	Dallas	21.8%	29.0%		Not Eligible	
Dallas	131.01	Dallas	2.5%	3.9%		WTA	
Dallas	131.02	Dallas	1.7%	0.6%		WTA	
Dallas	131.04	Dallas	4.8%	10.5%		WTA	
Dallas	131.05	Dallas	21.5%	24.7%		Not Eligible	
Dallas	132	Dallas	6.7%	8.3%		WTA	
Dallas	133	Dallas	0.9%	0.3%		WTA	
Dallas	134	Dallas	1.2%	1.3%		WTA	
Dallas	135	Dallas	0.8%	1.5%		WTA	
Dallas	136.05	Dallas	4.2%	0.9%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	136.06	Dallas	10.5%	12.5%		WTA	
Dallas	136.07	Dallas	6.9%	8.1%		WTA	
Dallas	136.08	Dallas	1.6%	1.3%		WTA	
Dallas	136.09	Dallas	12.7%	8.1%		WTA	
Dallas	136.1	Dallas	7.8%	6.1%		WTA	
Dallas	136.11	Dallas	3.0%	7.6%		WTA	
Dallas	136.15	Dallas	19.2%	25.3%		Not Eligible	
Dallas	136.16	Addison	13.5%	10.2%		WTA	
Dallas	136.16	Dallas	13.5%	10.2%		WTA	
Dallas	136.16	Farmers Branch	13.5%	10.2%		WTA	
Dallas	136.17	Dallas	3.9%	14.8%		WTA	
Dallas	136.18	Dallas	2.7%	1.5%		WTA	
Dallas	136.19	Dallas	3.2%	3.0%		WTA	
Dallas	136.2	Dallas	15.4%	8.4%		WTA	
Dallas	136.21	Dallas	28.4%	15.9%		Not Eligible	
Dallas	136.22	Addison	15.6%	5.7%		WTA	
Dallas	136.22	Dallas	15.6%	5.7%		WTA	
Dallas	136.23	Addison	24.9%	26.2%		Not Eligible	
Dallas	136.23	Dallas	24.9%	26.2%		Not Eligible	
Dallas	136.24	Addison	22.8%	6.8%		WTA	
Dallas	136.24	Dallas	22.8%	6.8%		WTA	
Dallas	136.25	Addison	25.2%	26.0%		Not Eligible	
Dallas	136.25	Dallas	25.2%	26.0%		Not Eligible	
Dallas	136.25	Farmers Branch	25.2%	26.0%		Not Eligible	
Dallas	136.26	Dallas	9.7%	15.1%		WTA	
Dallas	136.26	Farmers Branch	9.7%	15.1%		WTA	
Dallas	137.11	Carrollton	4.7%	18.9%		WTA	
Dallas	137.11	Farmers Branch	4.7%	18.9%		WTA	
Dallas	137.12	Carrollton	5.8%	6.5%		WTA	
Dallas	137.12	Farmers Branch	5.8%	6.5%		WTA	
Dallas	137.13	Carrollton	3.3%	41.9%		Not Eligible	
Dallas	137.13	Farmers Branch	3.3%	41.9%		Not Eligible	
Dallas	137.14	Carrollton	3.4%	14.6%		WTA	
Dallas	137.14	Farmers Branch	3.4%	14.6%		WTA	
Dallas	137.15	Carrollton	4.8%	4.7%		WTA	
Dallas	137.15	Farmers Branch	4.8%	4.7%		WTA	
Dallas	137.16	Carrollton	8.2%	12.1%		WTA	
Dallas	137.17	Carrollton	5.1%	19.6%		WTA	
Dallas	137.18	Carrollton	4.6%	22.0%		WTA	
Dallas	137.19	Carrollton	8.9%	9.4%		WTA	
Dallas	137.2	Carrollton	10.8%	12.4%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	137.21	Carrollton	8.5%	2.4%		WTA	
Dallas	137.22	Carrollton	17.5%	17.3%		WTA	
Dallas	137.22	Dallas	17.5%	17.3%		WTA	
Dallas	137.25	Addison	16.8%	16.5%		WTA	
Dallas	137.25	Carrollton	16.8%	16.5%		WTA	
Dallas	137.26	Addison	6.8%	6.7%		WTA	
Dallas	137.27	Addison	18.8%	4.8%		WTA	
Dallas	137.27	Carrollton	18.8%	4.8%		WTA	
Dallas	137.27	Dallas	18.8%	4.8%		WTA	
Dallas	138.03	Addison	4.1%	3.1%		WTA	
Dallas	138.03	Carrollton	4.1%	3.1%		WTA	
Dallas	138.03	Farmers Branch	4.1%	3.1%		WTA	
Dallas	138.04	Farmers Branch	7.0%	5.5%		WTA	
Dallas	138.05	Addison	13.2%	32.5%		Not Eligible	
Dallas	138.05	Farmers Branch	13.2%	32.5%		Not Eligible	
Dallas	138.06	Addison	14.9%	19.6%		WTA	
Dallas	138.06	Dallas	14.9%	19.6%		WTA	
Dallas	138.06	Farmers Branch	14.9%	19.6%		WTA	
Dallas	139.01	Farmers Branch	2.4%	8.7%		WTA	
Dallas	139.02	Farmers Branch	2.4%	14.0%		WTA	
Dallas	140.01	Dallas	2.8%	12.1%		WTA	
Dallas	140.01	Farmers Branch	2.8%	12.1%		WTA	
Dallas	140.02	Carrollton	4.8%	17.7%		WTA	
Dallas	140.02	Coppell	4.8%	17.7%		WTA	
Dallas	140.02	Dallas	4.8%	17.7%		WTA	
Dallas	140.02	Farmers Branch	4.8%	17.7%		WTA	
Dallas	140.02	Lewisville	4.8%	17.7%		WTA	
Dallas	141.03	Irving	34.1%	32.6%		Not Eligible	
Dallas	141.13	Irving	34.9%	13.3%		Not Eligible	
Dallas	141.14	Irving	34.0%	28.0%		Not Eligible	
Dallas	141.15	Irving	16.0%	10.8%		WTA	
Dallas	141.16	Irving	32.5%	20.8%		Not Eligible	
Dallas	141.19	Coppell	3.5%	0.9%		WTA	
Dallas	141.19	Dallas	3.5%	0.9%		WTA	
Dallas	141.2	Coppell	2.3%	0.2%		WTA	
Dallas	141.2	Dallas	2.3%	0.2%		WTA	
Dallas	141.21	Carrollton	14.8%	7.1%		WTA	
Dallas	141.21	Coppell	14.8%	7.1%		WTA	
Dallas	141.21	Dallas	14.8%	7.1%		WTA	
Dallas	141.23	Carrollton	3.2%	1.9%		WTA	
Dallas	141.23	Coppell	3.2%	1.9%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	141.23	Dallas	3.2%	1.9%		WTA	
Dallas	141.23	Lewisville	3.2%	1.9%		WTA	
Dallas	141.24	Coppell	4.3%	1.2%		WTA	
Dallas	141.24	Irving	4.3%	1.2%		WTA	
Dallas	141.26	Coppell	2.9%	2.9%		WTA	
Dallas	141.26	Grapevine	2.9%	2.9%		WTA	
Dallas	141.27	Coppell	11.7%	5.4%		WTA	
Dallas	141.27	Dallas	11.7%	5.4%		WTA	
Dallas	141.27	Irving	11.7%	5.4%		WTA	
Dallas	141.28	Irving	10.9%	10.0%		WTA	
Dallas	141.29	Coppell	14.8%	3.6%		WTA	
Dallas	141.29	Irving	14.8%	3.6%		WTA	
Dallas	141.3	Carrollton	14.9%	3.7%		WTA	
Dallas	141.3	Coppell	14.9%	3.7%		WTA	
Dallas	141.3	Dallas	14.9%	3.7%		WTA	
Dallas	141.3	Farmers Branch	14.9%	3.7%		WTA	
Dallas	141.3	Irving	14.9%	3.7%		WTA	
Dallas	141.31	Irving	25.0%	13.1%		WTA	
Dallas	141.32	Coppell	27.4%	12.4%		Not Eligible	
Dallas	141.32	Irving	27.4%	12.4%		Not Eligible	
Dallas	141.33	Irving	40.0%	5.3%		Not Eligible	
Dallas	141.34	Coppell	3.9%	0.6%		WTA	
Dallas	141.34	Lewisville	3.9%	0.6%		WTA	
Dallas	141.35	Coppell	5.2%	3.7%		WTA	
Dallas	141.36	Irving	24.3%	9.9%		WTA	
Dallas	141.37	Irving	12.5%	5.0%		WTA	
Dallas	141.38	Dallas	9.4%	4.1%		WTA	
Dallas	141.38	Irving	9.4%	4.1%		WTA	
Dallas	142.03	Irving	7.2%	10.2%		WTA	
Dallas	142.04	Irving	10.1%	46.1%		Not Eligible	
Dallas	142.05	Irving	4.4%	0.4%		WTA	
Dallas	142.06	Dallas	13.9%	7.0%		WTA	
Dallas	142.06	Irving	13.9%	7.0%		WTA	
Dallas	143.02	Irving	6.9%	11.5%		WTA	
Dallas	143.06	Irving	7.4%	14.8%		WTA	
Dallas	143.07	Irving	8.0%	11.0%		WTA	
Dallas	143.08	Irving	11.1%	30.3%		Not Eligible	
Dallas	143.09	Irving	26.7%	36.7%		Not Eligible	
Dallas	143.1	Irving	26.1%	15.8%		Not Eligible	
Dallas	143.11	Irving	11.8%	10.9%		WTA	
Dallas	143.12	Irving	14.7%	3.9%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	144.03	Irving	32.9%	23.3%		Not Eligible	
Dallas	144.05	Irving	5.7%	16.2%		WTA	
Dallas	144.06	Irving	5.4%	28.0%		Not Eligible	
Dallas	144.07	Irving	18.9%	22.2%		WTA	
Dallas	144.08	Irving	16.4%	14.9%		WTA	
Dallas	145.01	Irving	3.9%	15.1%		WTA	
Dallas	145.02	Irving	6.1%	19.0%		WTA	
Dallas	146.01	Irving	4.2%	9.5%		WTA	
Dallas	146.02	Irving	6.5%	28.7%		Not Eligible	
Dallas	146.03	Irving	6.6%	15.6%		WTA	
Dallas	147.01	Irving	7.6%	22.9%		Not Eligible	
Dallas	147.02	Irving	4.3%	30.8%		Not Eligible	
Dallas	147.03	Irving	4.7%	20.3%		WTA	
Dallas	149.01	Irving	5.3%	29.7%		Not Eligible	
Dallas	149.02	Irving	4.4%	27.7%		Not Eligible	
Dallas	150	Irving	4.5%	19.0%		WTA	
Dallas	151	Irving	6.3%	16.8%		WTA	
Dallas	152.02	Irving	3.9%	27.8%		Not Eligible	
Dallas	152.04	Irving	5.4%	19.5%		WTA	
Dallas	152.05	Irving	7.2%	22.5%		Not Eligible	Agreed upon by parties
Dallas	152.06	Irving	9.0%	16.0%		WTA	
Dallas	153.03	Grand Prairie	9.6%	13.4%		WTA	
Dallas	153.03	Irving	9.6%	13.4%		WTA	
Dallas	153.04	Grand Prairie	5.1%	13.4%		WTA	
Dallas	153.04	Irving	5.1%	13.4%		WTA	
Dallas	153.05	Irving	9.9%	9.8%		WTA	
Dallas	153.06	Irving	8.3%	14.3%		WTA	
Dallas	154.01	Grand Prairie	15.9%	4.3%		WTA	
Dallas	154.03	Grand Prairie	12.8%	18.2%		WTA	
Dallas	154.04	Grand Prairie	24.2%	28.2%		Not Eligible	
Dallas	155	Grand Prairie	8.1%	32.9%		Not Eligible	
Dallas	156	Grand Prairie	2.1%	19.4%		WTA	
Dallas	157	Grand Prairie	2.4%	30.2%		Not Eligible	
Dallas	158	Dallas	2.6%	23.4%		Not Eligible	
Dallas	158	Grand Prairie	2.6%	23.4%		Not Eligible	
Dallas	159	Dallas	18.1%	19.5%		WTA	
Dallas	159	Grand Prairie	18.1%	19.5%		WTA	
Dallas	160.01	Grand Prairie	6.8%	18.8%		WTA	
Dallas	160.02	Grand Prairie	9.1%	27.5%		Not Eligible	
Dallas	161	Grand Prairie	36.6%	25.9%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	162.01	Grand Prairie	11.9%	20.1%		WTA	
Dallas	162.02	Grand Prairie	11.2%	22.2%		WTA	
Dallas	163.01	Dallas	10.0%	11.5%		WTA	
Dallas	163.01	Grand Prairie	10.0%	11.5%		WTA	
Dallas	163.02	Grand Prairie	7.2%	15.0%		WTA	
Dallas	164.01	Grand Prairie	25.7%	8.0%		WTA	
Dallas	164.06	Grand Prairie	14.8%	26.8%		Not Eligible	
Dallas	164.07	Grand Prairie	14.3%	28.7%		Not Eligible	
Dallas	164.08	Dallas	14.3%	14.1%		WTA	
Dallas	164.08	Grand Prairie	14.3%	14.1%		WTA	
Dallas	164.09	Dallas	18.9%	4.1%		WTA	
Dallas	164.09	Grand Prairie	18.9%	4.1%		WTA	
Dallas	164.1	Grand Prairie	22.7%	10.2%		WTA	
Dallas	164.11	Grand Prairie	26.0%	7.9%		Not Eligible	
Dallas	164.12	Dallas	24.4%	1.3%		WTA	
Dallas	164.12	Grand Prairie	24.4%	1.3%		WTA	
Dallas	164.13	Dallas	31.1%	5.2%		Not Eligible	
Dallas	164.13	Grand Prairie	31.1%	5.2%		Not Eligible	
Dallas	165.02	Dallas	20.7%	19.2%		WTA	
Dallas	165.02	Duncanville	20.7%	19.2%		WTA	
Dallas	165.09	Cedar Hill	32.8%	10.1%		Not Eligible	
Dallas	165.09	Duncanville	32.8%	10.1%		Not Eligible	
Dallas	165.1	Cedar Hill	47.7%	11.6%		Not Eligible	
Dallas	165.1	Dallas	47.7%	11.6%		Not Eligible	
Dallas	165.1	Grand Prairie	47.7%	11.6%		Not Eligible	
Dallas	165.11	Cedar Hill	59.7%	13.0%		Not Eligible	
Dallas	165.11	Dallas	59.7%	13.0%		Not Eligible	
Dallas	165.11	Duncanville	59.7%	13.0%		Not Eligible	
Dallas	165.13	Cedar Hill	37.1%	3.4%		Not Eligible	
Dallas	165.13	Duncanville	37.1%	3.4%		Not Eligible	
Dallas	165.14	Cedar Hill	52.0%	1.5%		Not Eligible	
Dallas	165.14	Duncanville	52.0%	1.5%		Not Eligible	
Dallas	165.16	Duncanville	27.4%	15.2%		Not Eligible	
Dallas	165.17	Duncanville	33.1%	7.8%		Not Eligible	
Dallas	165.18	Duncanville	27.7%	20.4%		Not Eligible	
Dallas	165.19	Duncanville	15.2%	7.7%		WTA	
Dallas	165.2	Dallas	35.4%	19.4%		Not Eligible	
Dallas	165.2	Duncanville	35.4%	19.4%		Not Eligible	
Dallas	165.21	Dallas	43.8%	20.4%		Not Eligible	
Dallas	165.21	Duncanville	43.8%	20.4%		Not Eligible	
Dallas	165.22	Cedar Hill	23.5%	8.7%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	165.22	Dallas	23.5%	8.7%		WTA	
Dallas	165.22	Grand Prairie	23.5%	8.7%		WTA	
Dallas	165.23	Cedar Hill	26.3%	2.7%		Not Eligible	
Dallas	165.23	Grand Prairie	26.3%	2.7%		Not Eligible	
Dallas	166.05	Dallas	56.7%	39.2%		Not Eligible	
Dallas	166.05	Desoto	56.7%	39.2%		Not Eligible	
Dallas	166.06	Cedar Hill	53.1%	8.6%		Not Eligible	
Dallas	166.06	Dallas	53.1%	8.6%		Not Eligible	
Dallas	166.06	Desoto	53.1%	8.6%		Not Eligible	
Dallas	166.06	Duncanville	53.1%	8.6%		Not Eligible	
Dallas	166.07	Dallas	85.7%	29.7%		Not Eligible	
Dallas	166.07	Duncanville	85.7%	29.7%		Not Eligible	
Dallas	166.1	Desoto	80.1%	17.0%		Not Eligible	
Dallas	166.11	Desoto	69.4%	4.7%		Not Eligible	
Dallas	166.12	Cedar Hill	76.7%	1.7%		Not Eligible	
Dallas	166.12	Desoto	76.7%	1.7%		Not Eligible	
Dallas	166.15	Cedar Hill	63.3%	10.0%		Not Eligible	
Dallas	166.16	Cedar Hill	54.8%	11.4%		Not Eligible	
Dallas	166.16	Ovilla	54.8%	11.4%		Not Eligible	
Dallas	166.17	Cedar Hill	62.0%	1.6%		Not Eligible	
Dallas	166.17	Desoto	62.0%	1.6%		Not Eligible	
Dallas	166.17	Duncanville	62.0%	1.6%		Not Eligible	
Dallas	166.18	Desoto	63.7%	16.3%		Not Eligible	
Dallas	166.19	Desoto	68.8%	14.9%		Not Eligible	
Dallas	166.2	Desoto	68.0%	10.4%		Not Eligible	
Dallas	166.21	Desoto	56.3%	18.4%		Not Eligible	
Dallas	166.21	Glenn Heights	56.3%	18.4%		Not Eligible	
Dallas	166.22	Glenn Heights	64.2%	7.8%		Not Eligible	
Dallas	166.23	Cedar Hill	60.9%	13.2%		Not Eligible	
Dallas	166.23	Desoto	60.9%	13.2%		Not Eligible	
Dallas	166.23	Glenn Heights	60.9%	13.2%		Not Eligible	
Dallas	166.23	Ovilla	60.9%	13.2%		Not Eligible	
Dallas	166.24	Cedar Hill	63.6%	2.1%		Not Eligible	
Dallas	166.24	Desoto	63.6%	2.1%		Not Eligible	
Dallas	166.24	Ovilla	63.6%	2.1%		Not Eligible	
Dallas	166.25	Cedar Hill	68.1%	3.8%		Not Eligible	
Dallas	166.25	Desoto	68.1%	3.8%		Not Eligible	
Dallas	166.25	Duncanville	68.1%	3.8%		Not Eligible	
Dallas	166.26	Cedar Hill	55.3%	18.6%		Not Eligible	
Dallas	167.01	Dallas	92.2%	19.3%		Not Eligible	
Dallas	167.01	Lancaster	92.2%	19.3%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	167.03	Dallas	67.8%	20.6%		Not Eligible	
Dallas	167.03	Hutchins	67.8%	20.6%		Not Eligible	
Dallas	167.03	Lancaster	67.8%	20.6%		Not Eligible	
Dallas	167.04	Lancaster	74.6%	11.0%		Not Eligible	
Dallas	167.05	Lancaster	79.2%	13.4%		Not Eligible	
Dallas	168.02	Lancaster	46.7%	9.4%		Not Eligible	
Dallas	168.03	Lancaster	52.8%	8.8%		Not Eligible	
Dallas	168.04	Lancaster	86.8%	3.0%		Not Eligible	
Dallas	169.02	Dallas	40.1%	21.1%		Not Eligible	
Dallas	169.02	Hutchins	40.1%	21.1%		Not Eligible	
Dallas	169.02	Lancaster	40.1%	21.1%		Not Eligible	
Dallas	169.03	Ferris	21.9%	29.1%		Not Eligible	
Dallas	169.03	Hutchins	21.9%	29.1%		Not Eligible	
Dallas	169.03	Lancaster	21.9%	29.1%		Not Eligible	
Dallas	169.03	Wilmer	21.9%	29.1%		Not Eligible	
Dallas	170.01	Combine	18.2%	13.6%		WTA	
Dallas	170.01	Dallas	18.2%	13.6%		WTA	
Dallas	170.01	Seagoville	18.2%	13.6%		WTA	
Dallas	170.03	Balch Springs	13.9%	16.0%		WTA	
Dallas	170.03	Dallas	13.9%	16.0%		WTA	
Dallas	170.03	Mesquite	13.9%	16.0%		WTA	
Dallas	170.03	Seagoville	13.9%	16.0%		WTA	
Dallas	170.04	Dallas	8.3%	19.0%		WTA	
Dallas	170.04	Seagoville	8.3%	19.0%		WTA	
Dallas	171.01	Balch Springs	17.9%	25.8%		Not Eligible	
Dallas	171.01	Dallas	17.9%	25.8%		Not Eligible	
Dallas	171.02	Balch Springs	21.0%	37.2%		Not Eligible	
Dallas	171.02	Dallas	21.0%	37.2%		Not Eligible	
Dallas	171.02	Seagoville	21.0%	37.2%		Not Eligible	
Dallas	172.01	Balch Springs	24.8%	21.8%		WTA	
Dallas	172.01	Mesquite	24.8%	21.8%		WTA	
Dallas	172.02	Balch Springs	32.7%	26.0%		Not Eligible	
Dallas	172.02	Mesquite	32.7%	26.0%		Not Eligible	
Dallas	173.01	Balch Springs	25.9%	17.7%		Not Eligible	
Dallas	173.03	Mesquite	20.1%	11.8%		WTA	
Dallas	173.04	Mesquite	25.9%	3.4%		Not Eligible	
Dallas	173.04	Sunnyvale	25.9%	3.4%		Not Eligible	
Dallas	173.05	Mesquite	38.5%	5.8%		Not Eligible	
Dallas	173.05	Sunnyvale	38.5%	5.8%		Not Eligible	
Dallas	173.06	Balch Springs	31.0%	15.0%		Not Eligible	
Dallas	173.06	Mesquite	31.0%	15.0%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	174	Mesquite	16.1%	9.3%		WTA	
Dallas	175	Mesquite	21.2%	4.2%		WTA	
Dallas	176.02	Mesquite	21.4%	8.0%		WTA	
Dallas	176.04	Balch Springs	16.6%	13.3%		WTA	
Dallas	176.04	Mesquite	16.6%	13.3%		WTA	
Dallas	176.05	Dallas	40.6%	33.6%		Not Eligible	
Dallas	176.06	Balch Springs	26.8%	23.2%		Not Eligible	
Dallas	176.06	Mesquite	26.8%	23.2%		Not Eligible	
Dallas	177.02	Mesquite	25.0%	12.9%		WTA	
Dallas	177.03	Mesquite	25.3%	28.0%		Not Eligible	
Dallas	177.04	Mesquite	19.1%	15.4%		WTA	
Dallas	178.04	Mesquite	17.7%	13.5%		WTA	
Dallas	178.05	Dallas	28.2%	12.1%		Not Eligible	
Dallas	178.05	Mesquite	28.2%	12.1%		Not Eligible	
Dallas	178.06	Dallas	17.8%	6.3%		WTA	
Dallas	178.06	Mesquite	17.8%	6.3%		WTA	
Dallas	178.07	Mesquite	19.7%	10.3%		WTA	
Dallas	178.08	Dallas	17.4%	5.3%		WTA	
Dallas	178.08	Garland	17.4%	5.3%		WTA	
Dallas	178.08	Mesquite	17.4%	5.3%		WTA	
Dallas	178.11	Mesquite	12.4%	5.8%		WTA	
Dallas	178.11	Sunnyvale	12.4%	5.8%		WTA	
Dallas	178.12	Mesquite	15.7%	4.7%		WTA	
Dallas	178.13	Mesquite	28.8%	14.2%		Not Eligible	
Dallas	178.14	Mesquite	14.4%	2.7%		WTA	
Dallas	178.14	Sunnyvale	14.4%	2.7%		WTA	
Dallas	179	Dallas	12.3%	20.2%		WTA	
Dallas	179	Mesquite	12.3%	20.2%		WTA	
Dallas	180.01	Dallas	14.0%	12.3%		WTA	
Dallas	180.01	Mesquite	14.0%	12.3%		WTA	
Dallas	180.02	Mesquite	12.5%	21.4%		WTA	
Dallas	181.04	Dallas	13.0%	5.8%		WTA	
Dallas	181.04	Mesquite	13.0%	5.8%		WTA	
Dallas	181.04	Sunnyvale	13.0%	5.8%		WTA	
Dallas	181.05	Garland	12.7%	22.4%		Not Eligible	Agreed upon by parties
Dallas	181.1	Dallas	8.4%	3.3%		WTA	
Dallas	181.1	Garland	8.4%	3.3%		WTA	
Dallas	181.11	Garland	27.2%	12.1%		Not Eligible	
Dallas	181.18	Dallas	25.8%	9.2%		Not Eligible	
Dallas	181.18	Garland	25.8%	9.2%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	181.2	Garland	19.8%	4.9%		WTA	
Dallas	181.21	Garland	17.8%	9.4%		WTA	
Dallas	181.22	Garland	8.6%	7.0%		WTA	
Dallas	181.22	Rowlett	8.6%	7.0%		WTA	
Dallas	181.22	Sachse	8.6%	7.0%		WTA	
Dallas	181.22	Wylie	8.6%	7.0%		WTA	
Dallas	181.23	Garland	15.9%	5.7%		WTA	
Dallas	181.23	Sachse	15.9%	5.7%		WTA	
Dallas	181.24	Dallas	17.2%	2.3%		WTA	
Dallas	181.24	Garland	17.2%	2.3%		WTA	
Dallas	181.24	Rowlett	17.2%	2.3%		WTA	
Dallas	181.24	Sachse	17.2%	2.3%		WTA	
Dallas	181.26	Dallas	19.3%	7.8%		WTA	
Dallas	181.26	Garland	19.3%	7.8%		WTA	
Dallas	181.27	Dallas	9.9%	7.7%		WTA	
Dallas	181.27	Garland	9.9%	7.7%		WTA	
Dallas	181.28	Garland	27.8%	16.9%		Not Eligible	
Dallas	181.29	Dallas	15.1%	2.9%		WTA	
Dallas	181.29	Garland	15.1%	2.9%		WTA	
Dallas	181.29	Mesquite	15.1%	2.9%		WTA	
Dallas	181.3	Dallas	37.5%	16.5%		Not Eligible	
Dallas	181.3	Garland	37.5%	16.5%		Not Eligible	
Dallas	181.3	Mesquite	37.5%	16.5%		Not Eligible	
Dallas	181.32	Dallas	22.5%	7.3%		WTA	
Dallas	181.32	Garland	22.5%	7.3%		WTA	
Dallas	181.33	Dallas	8.6%	8.9%		WTA	
Dallas	181.33	Rowlett	8.6%	8.9%		WTA	
Dallas	181.34	Rowlett	15.6%	3.8%		WTA	
Dallas	181.35	Dallas	17.2%	10.1%		WTA	
Dallas	181.35	Rowlett	17.2%	10.1%		WTA	
Dallas	181.36	Dallas	9.3%	1.1%		WTA	
Dallas	181.36	Rowlett	9.3%	1.1%		WTA	
Dallas	181.37	Dallas	24.3%	1.4%		WTA	
Dallas	181.37	Garland	24.3%	1.4%		WTA	
Dallas	181.38	Garland	32.0%	13.1%		Not Eligible	
Dallas	181.39	Garland	14.0%	0.1%		WTA	
Dallas	181.39	Rowlett	14.0%	0.1%		WTA	
Dallas	181.39	Sachse	14.0%	0.1%		WTA	
Dallas	181.4	Dallas	18.3%	9.0%		WTA	
Dallas	181.4	Rowlett	18.3%	9.0%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	181.41	Dallas	21.4%	24.7%		Not Eligible	Agreed upon by parties
Dallas	181.41	Garland	21.4%	24.7%		Not Eligible	Agreed upon by parties
Dallas	181.42	Dallas	24.9%	3.9%		WTA	
Dallas	181.42	Garland	24.9%	3.9%		WTA	
Dallas	182.03	Garland	26.5%	16.7%		Not Eligible	
Dallas	182.04	Garland	18.3%	35.1%		Not Eligible	
Dallas	182.05	Garland	12.9%	26.9%		Not Eligible	
Dallas	182.06	Garland	7.5%	19.3%		WTA	
Dallas	183	Garland	6.4%	16.3%		WTA	
Dallas	184.01	Garland	10.8%	15.0%		WTA	
Dallas	184.02	Garland	7.8%	26.5%		Not Eligible	
Dallas	184.03	Garland	29.6%	20.2%		Not Eligible	
Dallas	185.01	Garland	8.8%	20.5%		WTA	
Dallas	185.03	Dallas	59.6%	22.6%		Not Eligible	
Dallas	185.05	Dallas	54.5%	35.2%		Not Eligible	
Dallas	185.06	Dallas	44.4%	26.9%		Not Eligible	
Dallas	185.06	Garland	44.4%	26.9%		Not Eligible	
Dallas	186	Garland	7.1%	9.2%		WTA	
Dallas	187	Garland	6.3%	19.5%		WTA	
Dallas	188.01	Garland	8.9%	5.8%		WTA	
Dallas	188.02	Garland	11.7%	37.5%		Not Eligible	
Dallas	189	Garland	12.2%	16.3%		WTA	
Dallas	190.04	Garland	14.9%	11.4%		WTA	
Dallas	190.13	Garland	10.4%	39.8%		Not Eligible	
Dallas	190.14	Garland	13.7%	11.8%		WTA	
Dallas	190.16	Dallas	29.0%	11.3%		Not Eligible	
Dallas	190.18	Dallas	36.0%	12.7%		Not Eligible	
Dallas	190.19	Dallas	41.6%	29.2%		Not Eligible	
Dallas	190.2	Garland	12.6%	3.5%		WTA	
Dallas	190.21	Garland	15.0%	14.0%		WTA	
Dallas	190.23	Richardson	9.8%	2.5%		WTA	
Dallas	190.24	Garland	17.3%	7.2%		WTA	
Dallas	190.24	Richardson	17.3%	7.2%		WTA	
Dallas	190.25	Garland	16.7%	4.4%		WTA	
Dallas	190.26	Garland	11.1%	11.7%		WTA	
Dallas	190.27	Garland	20.3%	13.1%		WTA	
Dallas	190.28	Garland	18.0%	11.4%		WTA	
Dallas	190.29	Garland	20.3%	10.5%		WTA	
Dallas	190.31	Garland	10.7%	1.7%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	190.31	Richardson	10.7%	1.7%		WTA	
Dallas	190.32	Garland	7.4%	27.9%		Not Eligible	
Dallas	190.33	Garland	7.7%	33.9%		Not Eligible	
Dallas	190.34	Dallas	44.4%	20.4%		Not Eligible	
Dallas	190.35	Dallas	29.8%	20.7%		Not Eligible	
Dallas	190.36	Richardson	3.8%	8.7%		WTA	
Dallas	190.37	Richardson	10.0%	7.9%		WTA	
Dallas	190.38	Richardson	11.1%	13.0%		WTA	
Dallas	190.39	Garland	12.6%	13.8%		WTA	
Dallas	190.39	Richardson	12.6%	13.8%		WTA	
Dallas	190.4	Dallas	23.5%	5.5%		WTA	
Dallas	190.4	Richardson	23.5%	5.5%		WTA	
Dallas	190.41	Dallas	17.4%	4.6%		WTA	
Dallas	190.41	Richardson	17.4%	4.6%		WTA	
Dallas	190.42	Garland	13.6%	4.5%		WTA	
Dallas	190.42	Richardson	13.6%	4.5%		WTA	
Dallas	190.43	Garland	6.2%	2.9%		WTA	
Dallas	190.43	Richardson	6.2%	2.9%		WTA	
Dallas	190.43	Sachse	6.2%	2.9%		WTA	
Dallas	191	Richardson	9.6%	7.2%		WTA	
Dallas	192.02	Richardson	11.6%	21.2%		WTA	
Dallas	192.03	Richardson	3.3%	6.0%		WTA	
Dallas	192.04	Richardson	9.8%	16.6%		WTA	
Dallas	192.05	Dallas	1.6%	1.0%		WTA	
Dallas	192.05	Richardson	1.6%	1.0%		WTA	
Dallas	192.06	Richardson	4.4%	36.4%		Not Eligible	Agreed upon by parties
Dallas	192.08	Dallas	14.5%	29.0%		Not Eligible	
Dallas	192.1	Richardson	0.7%	3.9%		WTA	
Dallas	192.11	Richardson	8.4%	10.1%		WTA	
Dallas	192.12	Dallas	5.6%	52.7%		Not Eligible	
Dallas	192.13	Dallas	20.3%	51.1%		Not Eligible	
Dallas	193.01	University Park	0.2%	0.5%		WTA	
Dallas	193.02	Dallas	3.5%	13.3%		WTA	
Dallas	193.02	Highland Park	3.5%	13.3%		WTA	
Dallas	193.02	University Park	3.5%	13.3%		WTA	
Dallas	194	Highland Park	0.6%	18.1%		WTA	
Dallas	194	University Park	0.6%	18.1%		WTA	
Dallas	195.01	University Park	0.2%	0.3%		WTA	
Dallas	195.02	Dallas	1.1%	3.6%		WTA	
Dallas	195.02	Highland Park	1.1%	3.6%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Dallas	195.02	University Park	1.1%	3.6%		WTA	
Dallas	196	Highland Park	0.8%	4.1%		WTA	
Dallas	197	Highland Park	0.4%	0.6%		WTA	
Dallas	198	Dallas	0.5%	3.0%		WTA	
Dallas	198	Highland Park	0.5%	3.0%		WTA	
Dallas	199	Cockrell Hill	1.7%	32.9%		Not Eligible	
Dallas	199	Dallas	1.7%	32.9%		Not Eligible	
Dallas	200	Coppell	4.2%	3.5%		WTA	
Dallas	200	Flower Mound	4.2%	3.5%		WTA	
Dallas	200	Grapevine	4.2%	3.5%		WTA	
Dallas	200	Lewisville	4.2%	3.5%		WTA	
Dallas	201	Dallas	4.1%	26.3%		Not Eligible	
Dallas	201	Irving	4.1%	26.3%		Not Eligible	
Dallas	202	Dallas	91.4%	41.0%		Not Eligible	
Dallas	202	Hutchins	91.4%	41.0%		Not Eligible	
Dallas	203	Dallas	88.2%	51.9%		Not Eligible	
Dallas	204	Dallas	30.3%	30.0%		Not Eligible	
Dallas	205	Dallas	59.9%	60.2%		Not Eligible	
Dallas	206	Dallas	1.1%	0.4%		WTA	
Dallas	207	Addison	8.2%	2.3%		WTA	
Dallas	207	Carrollton	8.2%	2.3%		WTA	
Dallas	207	Denton	8.2%	2.3%		WTA	
Denton	201.03	Aubrey	2.5%	7.4%		WTA	
Denton	201.03	Cross Roads	2.5%	7.4%		WTA	
Denton	201.03	Denton	2.5%	7.4%		WTA	
Denton	201.03	Krugerville	2.5%	7.4%		WTA	
Denton	201.03	Pilot Point	2.5%	7.4%		WTA	
Denton	201.04	Aubrey	5.2%	19.9%		WTA	
Denton	201.04	Celina	5.2%	19.9%		WTA	
Denton	201.04	Frisco	5.2%	19.9%		WTA	
Denton	201.04	Pilot Point	5.2%	19.9%		WTA	
Denton	201.04	Prosper	5.2%	19.9%		WTA	
Denton	201.05	Little Elm	12.7%	7.6%		WTA	
Denton	201.05	Prosper	12.7%	7.6%		WTA	
Denton	201.06	Cross Roads	5.4%	2.8%		WTA	
Denton	201.06	Denton	5.4%	2.8%		WTA	
Denton	201.06	Lincoln Park	5.4%	2.8%		WTA	
Denton	201.06	Little Elm	5.4%	2.8%		WTA	
Denton	201.07	Cross Roads	9.6%	4.1%		WTA	
Denton	201.07	Denton	9.6%	4.1%		WTA	
Denton	201.07	Lincoln Park	9.6%	4.1%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Denton	201.07	Little Elm	9.6%	4.1%		WTA	
Denton	201.07	Oak Point	9.6%	4.1%		WTA	
Denton	201.08	Frisco	19.3%	6.5%		WTA	
Denton	201.08	Little Elm	19.3%	6.5%		WTA	
Denton	201.09	Frisco	12.6%	8.4%		WTA	
Denton	201.1	Frisco	13.8%	1.8%		WTA	
Denton	201.11	Frisco	7.2%	0.7%		WTA	
Denton	201.12	Little Elm	15.0%	4.6%		WTA	
Denton	201.13	Little Elm	17.2%	4.8%		WTA	
Denton	201.14	Little Elm	13.5%	7.7%		WTA	
Denton	201.15	Lakewood Village	2.6%	8.3%		WTA	
Denton	201.15	Little Elm	2.6%	8.3%		WTA	
Denton	201.15	Oak Point	2.6%	8.3%		WTA	
Denton	202.02	Denton	1.3%	3.4%		WTA	
Denton	202.02	Krum	1.3%	3.4%		WTA	
Denton	202.02	Sanger	1.3%	3.4%		WTA	
Denton	202.03	Sanger	3.7%	18.4%		WTA	
Denton	202.04	Sanger	3.1%	5.7%		WTA	
Denton	202.05	Denton	1.4%	1.2%		WTA	
Denton	203.03	Argyle	1.7%	5.6%		WTA	
Denton	203.03	Bartonville	1.7%	5.6%		WTA	
Denton	203.03	Denton	1.7%	5.6%		WTA	
Denton	203.03	Double Oak	1.7%	5.6%		WTA	
Denton	203.03	Flower Mound	1.7%	5.6%		WTA	
Denton	203.03	Northlake	1.7%	5.6%		WTA	
Denton	203.05	Flower Mound	2.0%	0.8%		WTA	
Denton	203.05	Southlake	2.0%	0.8%		WTA	
Denton	203.05	Trophy Club	2.0%	0.8%		WTA	
Denton	203.05	Westlake	2.0%	0.8%		WTA	
Denton	203.06	Fort Worth	5.1%	3.1%		WTA	
Denton	203.06	Northlake	5.1%	3.1%		WTA	
Denton	203.06	Roanoke	5.1%	3.1%		WTA	
Denton	203.06	Westlake	5.1%	3.1%		WTA	
Denton	203.07	Flower Mound	3.2%	0.8%		WTA	
Denton	203.07	Northlake	3.2%	0.8%		WTA	
Denton	203.07	Roanoke	3.2%	0.8%		WTA	
Denton	203.07	Trophy Club	3.2%	0.8%		WTA	
Denton	203.07	Westlake	3.2%	0.8%		WTA	
Denton	203.08	Fort Worth	7.0%	5.4%		WTA	
Denton	203.08	Haslet	7.0%	5.4%		WTA	
Denton	203.08	Justin	7.0%	5.4%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Denton	203.08	Northlake	7.0%	5.4%		WTA	
Denton	203.09	Argyle	2.0%	6.5%		WTA	
Denton	203.09	Corral City	2.0%	6.5%		WTA	
Denton	203.09	DISH	2.0%	6.5%		WTA	
Denton	203.09	Flower Mound	2.0%	6.5%		WTA	
Denton	203.09	Justin	2.0%	6.5%		WTA	
Denton	203.09	Northlake	2.0%	6.5%		WTA	
Denton	203.09	Ponder	2.0%	6.5%		WTA	
Denton	203.1	Denton	0.8%	3.8%		WTA	
Denton	203.1	Ponder	0.8%	3.8%		WTA	
Denton	204.01	Denton	9.1%	15.0%		WTA	
Denton	204.01	Krum	9.1%	15.0%		WTA	
Denton	204.02	Denton	5.4%	11.2%		WTA	
Denton	204.03	Denton	4.1%	16.4%		WTA	
Denton	205.03	Denton	9.5%	9.5%		WTA	
Denton	205.04	Denton	10.1%	15.2%		WTA	
Denton	205.05	Denton	4.2%	5.0%		WTA	
Denton	205.06	Denton	1.0%	13.3%		WTA	
Denton	206.01	Denton	19.5%	34.9%		Not Eligible	
Denton	206.02	Denton	12.0%	20.6%		WTA	
Denton	207	Carrollton	7.2%	48.5%		Not Eligible	
Denton	207	Denton	7.2%	48.5%		Not Eligible	
Denton	208	Denton	12.8%	38.0%		Not Eligible	
Denton	209	Denton	16.5%	44.5%		Not Eligible	
Denton	210	Denton	9.6%	40.5%		Not Eligible	
Denton	211	Denton	10.0%	41.1%		Not Eligible	
Denton	212.01	Denton	25.1%	28.3%		Not Eligible	
Denton	212.02	Denton	30.8%	23.2%		Not Eligible	
Denton	213.01	Denton	18.7%	31.8%		Not Eligible	
Denton	213.03	Corinth	7.8%	15.2%		WTA	
Denton	213.03	Denton	7.8%	15.2%		WTA	
Denton	213.04	Denton	9.5%	20.5%		WTA	
Denton	213.05	Denton	6.1%	11.0%		WTA	
Denton	214.03	Corinth	3.7%	6.1%		WTA	
Denton	214.03	Denton	3.7%	6.1%		WTA	
Denton	214.03	Hickory Creek	3.7%	6.1%		WTA	
Denton	214.03	Lake Dallas	3.7%	6.1%		WTA	
Denton	214.03	Lewisville	3.7%	6.1%		WTA	
Denton	214.03	Shady Shores	3.7%	6.1%		WTA	
Denton	214.04	Corinth	5.7%	1.8%		WTA	
Denton	214.04	Denton	5.7%	1.8%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Denton	214.04	Lake Dallas	5.7%	1.8%		WTA	
Denton	214.04	Shady Shores	5.7%	1.8%		WTA	
Denton	214.05	Corinth	6.7%	18.6%		WTA	
Denton	214.05	Denton	6.7%	18.6%		WTA	
Denton	214.05	Shady Shores	6.7%	18.6%		WTA	
Denton	214.06	Denton	9.6%	3.5%		WTA	
Denton	214.07	Corinth	10.2%	11.5%		WTA	
Denton	214.07	Denton	10.2%	11.5%		WTA	
Denton	214.08	Corinth	7.5%	0.4%		WTA	
Denton	214.09	Corinth	6.8%	5.9%		WTA	
Denton	214.09	Denton	6.8%	5.9%		WTA	
Denton	215.02	Lewisville	5.4%	18.7%		WTA	
Denton	215.05	Flower Mound	10.4%	1.9%		WTA	
Denton	215.05	Highland Village	10.4%	1.9%		WTA	
Denton	215.05	Lewisville	10.4%	1.9%		WTA	
Denton	215.12	Copper Canyon	3.9%	0.5%		WTA	
Denton	215.12	Denton	3.9%	0.5%		WTA	
Denton	215.12	Highland Village	3.9%	0.5%		WTA	
Denton	215.13	Highland Village	1.4%	1.7%		WTA	
Denton	215.13	Lewisville	1.4%	1.7%		WTA	
Denton	215.14	Highland Village	1.5%	0.0%		WTA	
Denton	215.15	Frisco	7.6%	8.9%		WTA	
Denton	215.15	Hackberry	7.6%	8.9%		WTA	
Denton	215.15	Little Elm	7.6%	8.9%		WTA	
Denton	215.15	The Colony	7.6%	8.9%		WTA	
Denton	215.16	The Colony	7.3%	4.1%		WTA	
Denton	215.17	Lewisville	11.5%	4.2%		WTA	
Denton	215.17	The Colony	11.5%	4.2%		WTA	
Denton	215.18	Lewisville	8.4%	0.0%		WTA	
Denton	215.18	The Colony	8.4%	0.0%		WTA	
Denton	215.19	Frisco	11.6%	3.5%		WTA	
Denton	215.19	The Colony	11.6%	3.5%		WTA	
Denton	215.2	The Colony	7.1%	3.1%		WTA	
Denton	215.21	Frisco	7.8%	3.8%		WTA	
Denton	215.21	The Colony	7.8%	3.8%		WTA	
Denton	215.22	Frisco	10.1%	0.0%		WTA	
Denton	215.22	The Colony	10.1%	0.0%		WTA	
Denton	215.23	Frisco	9.0%	15.2%		WTA	
Denton	215.23	The Colony	9.0%	15.2%		WTA	
Denton	215.24	Frisco	5.6%	0.0%		WTA	
Denton	215.24	The Colony	5.6%	0.0%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Denton	215.25	Frisco	8.5%	1.8%		WTA	
Denton	215.26	Frisco	7.2%	0.3%		WTA	
Denton	215.27	Frisco	5.4%	3.5%		WTA	
Denton	215.27	Little Elm	5.4%	3.5%		WTA	
Denton	216.11	Carrollton	10.1%	6.1%		WTA	
Denton	216.12	Carrollton	6.3%	3.4%		WTA	
Denton	216.13	Carrollton	16.7%	15.9%		WTA	
Denton	216.14	Carrollton	8.5%	11.3%		WTA	
Denton	216.15	Carrollton	7.5%	6.8%		WTA	
Denton	216.15	Dallas	7.5%	6.8%		WTA	
Denton	216.16	Carrollton	26.2%	11.7%		Not Eligible	
Denton	216.16	Dallas	26.2%	11.7%		Not Eligible	
Denton	216.18	Lewisville	7.3%	13.7%		WTA	
Denton	216.19	Lewisville	11.2%	20.3%		WTA	
Denton	216.2	Carrollton	33.7%	9.5%		Not Eligible	
Denton	216.2	Lewisville	33.7%	9.5%		Not Eligible	
Denton	216.21	Carrollton	5.4%	2.0%		WTA	
Denton	216.22	Carrollton	4.9%	8.3%		WTA	
Denton	216.22	Hebron	4.9%	8.3%		WTA	
Denton	216.23	Carrollton	10.1%	6.2%		WTA	
Denton	216.23	Hebron	10.1%	6.2%		WTA	
Denton	216.23	Lewisville	10.1%	6.2%		WTA	
Denton	216.24	Carrollton	12.3%	6.6%		WTA	
Denton	216.24	Hebron	12.3%	6.6%		WTA	
Denton	216.24	Lewisville	12.3%	6.6%		WTA	
Denton	216.25	Hebron	6.3%	0.4%		WTA	
Denton	216.25	Lewisville	6.3%	0.4%		WTA	
Denton	216.25	Plano	6.3%	0.4%		WTA	
Denton	216.25	The Colony	6.3%	0.4%		WTA	
Denton	216.26	Frisco	3.4%	4.4%		WTA	
Denton	216.26	Plano	3.4%	4.4%		WTA	
Denton	216.26	The Colony	3.4%	4.4%		WTA	
Denton	216.27	Hebron	7.5%	3.4%		WTA	
Denton	216.27	Plano	7.5%	3.4%		WTA	
Denton	216.27	The Colony	7.5%	3.4%		WTA	
Denton	216.28	Carrollton	9.5%	5.6%		WTA	
Denton	216.28	Hebron	9.5%	5.6%		WTA	
Denton	216.29	Carrollton	5.5%	0.7%		WTA	
Denton	216.29	Hebron	5.5%	0.7%		WTA	
Denton	216.29	Lewisville	5.5%	0.7%		WTA	
Denton	216.3	Carrollton	20.8%	2.9%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Denton	216.3	Hebron	20.8%	2.9%		WTA	
Denton	216.31	Carrollton	7.2%	4.5%		WTA	
Denton	216.32	Carrollton	10.5%	5.0%		WTA	
Denton	216.32	Dallas	10.5%	5.0%		WTA	
Denton	216.32	Hebron	10.5%	5.0%		WTA	
Denton	216.33	Carrollton	5.1%	1.9%		WTA	
Denton	216.34	Dallas	33.8%	13.3%		Not Eligible	
Denton	216.35	Dallas	33.0%	9.4%		Not Eligible	
Denton	216.36	Dallas	26.6%	12.2%		Not Eligible	
Denton	216.37	Carrollton	25.3%	12.9%		WTA	
Denton	216.37	Dallas	25.3%	12.9%		WTA	
Denton	216.38	Carrollton	24.0%	4.2%		WTA	
Denton	216.38	Dallas	24.0%	4.2%		WTA	
Denton	217.15	Lewisville	10.7%	3.8%		WTA	
Denton	217.16	Lewisville	15.1%	11.4%		WTA	
Denton	217.17	Flower Mound	7.3%	3.8%		WTA	
Denton	217.17	Lewisville	7.3%	3.8%		WTA	
Denton	217.18	Bartonville	4.8%	1.9%		WTA	
Denton	217.18	Copper Canyon	4.8%	1.9%		WTA	
Denton	217.18	Denton	4.8%	1.9%		WTA	
Denton	217.19	Copper Canyon	4.8%	4.8%		WTA	
Denton	217.19	Flower Mound	4.8%	4.8%		WTA	
Denton	217.19	Highland Village	4.8%	4.8%		WTA	
Denton	217.2	Flower Mound	6.1%	0.0%		WTA	
Denton	217.21	Flower Mound	4.1%	1.9%		WTA	
Denton	217.22	Flower Mound	6.0%	7.2%		WTA	
Denton	217.23	Flower Mound	13.3%	4.3%		WTA	
Denton	217.23	Lewisville	13.3%	4.3%		WTA	
Denton	217.24	Flower Mound	3.1%	3.1%		WTA	
Denton	217.25	Flower Mound	2.8%	0.4%		WTA	
Denton	217.26	Flower Mound	4.0%	2.5%		WTA	
Denton	217.27	Flower Mound	4.4%	0.4%		WTA	
Denton	217.28	Flower Mound	2.4%	4.2%		WTA	
Denton	217.28	Grapevine	2.4%	4.2%		WTA	
Denton	217.28	Lewisville	2.4%	4.2%		WTA	
Denton	217.29	Flower Mound	5.7%	1.0%		WTA	
Denton	217.3	Flower Mound	7.4%	2.1%		WTA	
Denton	217.3	Lewisville	7.4%	2.1%		WTA	
Denton	217.31	Lewisville	9.5%	0.7%		WTA	
Denton	217.32	Lewisville	22.9%	1.8%		WTA	
Denton	217.33	Lewisville	17.2%	8.3%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Denton	217.34	Lewisville	20.0%	9.4%		WTA	
Denton	217.35	Lewisville	25.4%	3.1%		WTA	
Denton	217.36	Lewisville	14.5%	19.0%		WTA	
Denton	217.37	Lewisville	14.2%	2.6%		WTA	
Denton	217.38	Carrollton	17.6%	5.8%		WTA	
Denton	217.38	Lewisville	17.6%	5.8%		WTA	
Denton	217.39	Lewisville	18.1%	25.3%		Not Eligible	
Denton	217.4	Lewisville	15.8%	7.3%		WTA	
Denton	217.41	Lewisville	14.3%	5.2%		WTA	
Denton	217.42	Flower Mound	9.0%	3.0%		WTA	
Denton	217.42	Lewisville	9.0%	3.0%		WTA	
Denton	217.43	Lewisville	10.9%	9.5%		WTA	
Denton	217.44	Lewisville	8.3%	5.8%		WTA	
Denton	217.45	Bartonville	7.3%	24.1%		Not Eligible	
Denton	217.46	Bartonville	2.5%	6.7%		WTA	
Denton	217.46	Copper Canyon	2.5%	6.7%		WTA	
Denton	217.46	Double Oak	2.5%	6.7%		WTA	
Denton	217.46	Flower Mound	2.5%	6.7%		WTA	
Denton	217.47	Flower Mound	4.3%	5.0%		WTA	
Denton	217.48	Flower Mound	2.5%	1.3%		WTA	
Denton	217.49	Double Oak	2.2%	3.1%		WTA	
Denton	217.49	Flower Mound	2.2%	3.1%		WTA	
Denton	217.5	Flower Mound	3.2%	4.4%		WTA	
Denton	217.51	Flower Mound	2.9%	1.7%		WTA	
Denton	217.52	Flower Mound	3.6%	1.5%		WTA	
Denton	217.53	Flower Mound	3.2%	2.5%		WTA	
Denton	218	Frisco	6.3%	2.6%		WTA	
Denton	219	Frisco	5.7%	2.9%		WTA	
Ellis	601.01	Ferris	9.9%	18.9%		WTA	
Ellis	601.01	Red Oak	9.9%	18.9%		WTA	
Ellis	601.02	Bristol	3.7%	10.0%		WTA	
Ellis	601.02	Palmer	3.7%	10.0%		WTA	
Ellis	601.02	Red Oak	3.7%	10.0%		WTA	
Ellis	602.04	Glenn Heights	19.6%	3.1%		WTA	
Ellis	602.04	Oak Leaf	19.6%	3.1%		WTA	
Ellis	602.04	Ovilla	19.6%	3.1%		WTA	
Ellis	602.04	Red Oak	19.6%	3.1%		WTA	
Ellis	602.04	Waxahachie	19.6%	3.1%		WTA	
Ellis	602.06	Red Oak	13.4%	13.6%		WTA	
Ellis	602.07	Red Oak	10.4%	5.4%		WTA	
Ellis	602.08	Waxahachie	6.4%	4.5%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Ellis	602.09	Glenn Heights	11.4%	6.8%		WTA	
Ellis	602.09	Oak Leaf	11.4%	6.8%		WTA	
Ellis	602.09	Ovilla	11.4%	6.8%		WTA	
Ellis	602.09	Waxahachie	11.4%	6.8%		WTA	
Ellis	602.1	Waxahachie	2.0%	6.1%		WTA	
Ellis	602.11	Midlothian	3.8%	2.9%		WTA	
Ellis	602.11	Waxahachie	3.8%	2.9%		WTA	
Ellis	602.12	Waxahachie	6.4%	5.4%		WTA	
Ellis	602.13	Pecan Hill	4.9%	2.2%		WTA	
Ellis	602.13	Red Oak	4.9%	2.2%		WTA	
Ellis	602.13	Waxahachie	4.9%	2.2%		WTA	
Ellis	602.14	Midlothian	4.7%	3.1%		WTA	
Ellis	602.14	Ovilla	4.7%	3.1%		WTA	
Ellis	603	Waxahachie	7.9%	16.5%		WTA	
Ellis	604	Waxahachie	43.8%	33.6%		Not Eligible	
Ellis	605	Waxahachie	10.6%	26.5%		Not Eligible	
Ellis	606	Waxahachie	10.1%	15.8%		WTA	
Ellis	607.01	Grand Prairie	6.8%	14.5%		WTA	
Ellis	607.01	Mansfield	6.8%	14.5%		WTA	
Ellis	607.01	Midlothian	6.8%	14.5%		WTA	
Ellis	607.02	Midlothian	4.2%	9.1%		WTA	
Ellis	607.02	Ovilla	4.2%	9.1%		WTA	
Ellis	607.03	Grand Prairie	10.6%	4.3%		WTA	
Ellis	607.03	Mansfield	10.6%	4.3%		WTA	
Ellis	607.03	Midlothian	10.6%	4.3%		WTA	
Ellis	608.01	Midlothian	2.2%	1.0%		WTA	
Ellis	608.02	Midlothian	2.9%	5.8%		WTA	
Ellis	608.02	Venus	2.9%	5.8%		WTA	
Ellis	608.03	Grand Prairie	3.5%	7.6%		WTA	
Ellis	608.03	Mansfield	3.5%	7.6%		WTA	
Ellis	608.03	Midlothian	3.5%	7.6%		WTA	
Ellis	608.03	Venus	3.5%	7.6%		WTA	
Ellis	609	Maypearl	3.1%	2.1%		WTA	
Ellis	609	Midlothian	3.1%	2.1%		WTA	
Ellis	609	Venus	3.1%	2.1%		WTA	
Ellis	609	Waxahachie	3.1%	2.1%		WTA	
Ellis	610	Italy	17.1%	16.1%		WTA	
Ellis	610	Milford	17.1%	16.1%		WTA	
Ellis	611	Ennis	4.1%	7.2%		WTA	
Ellis	611	Waxahachie	4.1%	7.2%		WTA	
Ellis	612	Bardwell	7.8%	16.1%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Ellis	613	Ennis	3.0%	5.0%		WTA	
Ellis	613	Garrett	3.0%	5.0%		WTA	
Ellis	613	Palmer	3.0%	5.0%		WTA	
Ellis	613	Waxahachie	3.0%	5.0%		WTA	
Ellis	614	Ennis	4.7%	14.2%		WTA	
Ellis	614	Garrett	4.7%	14.2%		WTA	
Ellis	615	Ennis	17.5%	16.4%		WTA	
Ellis	616	Ennis	23.6%	30.7%		Not Eligible	
Ellis	616	Garrett	23.6%	30.7%		Not Eligible	
Ellis	617	Alma	2.7%	21.1%		WTA	
Ellis	617	Ennis	2.7%	21.1%		WTA	
Ellis	617	Garrett	2.7%	21.1%		WTA	
Kaufman	502.01	Dallas	8.6%	3.6%		WTA	
Kaufman	502.01	Forney	8.6%	3.6%		WTA	
Kaufman	502.01	Heath	8.6%	3.6%		WTA	
Kaufman	502.01	Mesquite	8.6%	3.6%		WTA	
Kaufman	502.01	Travis Ranch	8.6%	3.6%		WTA	
Kaufman	502.03	Crandall	16.1%	4.5%		WTA	
Kaufman	502.03	Forney	16.1%	4.5%		WTA	
Kaufman	502.03	Talty	16.1%	4.5%		WTA	
Kaufman	502.04	Forney	17.7%	2.8%		WTA	
Kaufman	502.05	Forney	11.2%	4.4%		WTA	
Kaufman	502.05	Travis Ranch	11.2%	4.4%		WTA	
Kaufman	502.06	Forney	8.9%	5.1%		WTA	
Kaufman	502.06	Mesquite	8.9%	5.1%		WTA	
Kaufman	503	Terrell	13.4%	12.6%		WTA	
Kaufman	504	Terrell	13.0%	22.7%		Not Eligible	
Kaufman	505	Terrell	63.3%	28.7%		Not Eligible	
Kaufman	506	Elmo	4.8%	12.8%		WTA	
Kaufman	506	Terrell	4.8%	12.8%		WTA	
Kaufman	507.01	Crandall	5.7%	7.1%		WTA	
Kaufman	507.01	Kaufman	5.7%	7.1%		WTA	
Kaufman	507.01	Oak Ridge	5.7%	7.1%		WTA	
Kaufman	507.01	Post Oak Bend	5.7%	7.1%		WTA	
Kaufman	507.01	Terrell	5.7%	7.1%		WTA	
Kaufman	507.03		2.8%	16.9%		WTA	
Kaufman	507.04	Oak Ridge	6.4%	10.7%		WTA	
Kaufman	507.04	Terrell	6.4%	10.7%		WTA	
Kaufman	508	Combine	3.7%	5.3%		WTA	
Kaufman	508	Crandall	3.7%	5.3%		WTA	
Kaufman	508	Kaufman	3.7%	5.3%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Kaufman	508	Rosser	3.7%	5.3%		WTA	
Kaufman	508	Scurry	3.7%	5.3%		WTA	
Kaufman	510	Kaufman	16.6%	32.0%		Not Eligible	
Kaufman	511	Kaufman	8.2%	18.2%		WTA	
Kaufman	512.01	Kaufman	4.4%	15.2%		WTA	
Kaufman	512.01	Kemp	4.4%	15.2%		WTA	
Kaufman	512.01	Oak Grove	4.4%	15.2%		WTA	
Kaufman	512.02	Cottonwood	4.2%	9.5%		WTA	
Kaufman	512.02	Grays Prairie	4.2%	9.5%		WTA	
Kaufman	512.02	Kaufman	4.2%	9.5%		WTA	
Kaufman	512.02	Kemp	4.2%	9.5%		WTA	
Kaufman	512.02	Oak Grove	4.2%	9.5%		WTA	
Kaufman	512.02	Rosser	4.2%	9.5%		WTA	
Kaufman	512.02	Scurry	4.2%	9.5%		WTA	
Kaufman	513	Kemp	3.8%	16.4%		WTA	
Kaufman	513	Mabank	3.8%	16.4%		WTA	
Kaufman	513	Seven Points	3.8%	16.4%		WTA	
Rockwall	401.01	Dallas	3.8%	6.1%		WTA	
Rockwall	401.01	Rockwall	3.8%	6.1%		WTA	
Rockwall	401.02	Dallas	6.7%	3.3%		WTA	
Rockwall	401.02	Garland	6.7%	3.3%		WTA	
Rockwall	401.02	Rockwall	6.7%	3.3%		WTA	
Rockwall	401.02	Rowlett	6.7%	3.3%		WTA	
Rockwall	401.02	Wylie	6.7%	3.3%		WTA	
Rockwall	402	Dallas	2.7%	0.6%		WTA	
Rockwall	402	Rockwall	2.7%	0.6%		WTA	
Rockwall	403.01	Dallas	8.7%	6.9%		WTA	
Rockwall	403.01	Rowlett	8.7%	6.9%		WTA	
Rockwall	403.02	Dallas	7.2%	6.3%		WTA	
Rockwall	403.02	Rockwall	7.2%	6.3%		WTA	
Rockwall	404.01	Fate	7.6%	5.4%		WTA	
Rockwall	404.01	Rockwall	7.6%	5.4%		WTA	
Rockwall	404.01	Royse City	7.6%	5.4%		WTA	
Rockwall	404.02	Fate	7.4%	8.3%		WTA	
Rockwall	404.02	Mobile City	7.4%	8.3%		WTA	
Rockwall	404.02	Rockwall	7.4%	8.3%		WTA	
Rockwall	404.02	Royse City	7.4%	8.3%		WTA	
Rockwall	405.03	Rockwall	8.2%	9.4%		WTA	
Rockwall	405.04	Dallas	2.0%	3.6%		WTA	
Rockwall	405.04	Heath	2.0%	3.6%		WTA	
Rockwall	405.04	Rockwall	2.0%	3.6%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Rockwall	405.05	Rockwall	9.3%	4.3%		WTA	
Rockwall	405.06	Heath	2.3%	5.2%		WTA	
Rockwall	405.06	Rockwall	2.3%	5.2%		WTA	
Tarrant	1001.01	Fort Worth	2.0%	14.5%		WTA	
Tarrant	1001.02	Fort Worth	2.5%	19.0%		WTA	
Tarrant	1002.01	Fort Worth	4.4%	17.9%		WTA	
Tarrant	1002.02	Fort Worth	1.6%	27.7%		Not Eligible	
Tarrant	1003	Fort Worth	11.2%	28.5%		Not Eligible	
Tarrant	1004	Fort Worth	1.8%	21.2%		WTA	
Tarrant	1005.01	Fort Worth	11.2%	30.0%		Not Eligible	
Tarrant	1005.01	Lake Worth	11.2%	30.0%		Not Eligible	
Tarrant	1005.02	Fort Worth	2.7%	35.7%		Not Eligible	
Tarrant	1005.02	River Oaks	2.7%	35.7%		Not Eligible	
Tarrant	1006.01	Azle	1.8%	15.5%		WTA	
Tarrant	1006.01	Fort Worth	1.8%	15.5%		WTA	
Tarrant	1006.01	Lake Worth	1.8%	15.5%		WTA	
Tarrant	1006.02	Fort Worth	13.6%	7.9%		WTA	
Tarrant	1006.02	Westworth Village	13.6%	7.9%		WTA	
Tarrant	1006.02	White Settlement	13.6%	7.9%		WTA	
Tarrant	1007	Fort Worth	2.3%	21.9%		WTA	
Tarrant	1007	River Oaks	2.3%	21.9%		WTA	
Tarrant	1008	Fort Worth	1.8%	24.2%		Not Eligible	
Tarrant	1009	Fort Worth	1.3%	31.0%		Not Eligible	
Tarrant	1012.01	Fort Worth	6.9%	12.3%		WTA	
Tarrant	1012.01	Haltom City	6.9%	12.3%		WTA	
Tarrant	1012.01	Richland Hills	6.9%	12.3%		WTA	
Tarrant	1012.02	Fort Worth	6.6%	16.9%		WTA	
Tarrant	1013.01	Fort Worth	31.2%	13.8%		Not Eligible	
Tarrant	1013.02	Arlington	38.6%	10.6%		Not Eligible	
Tarrant	1013.02	Fort Worth	38.6%	10.6%		Not Eligible	
Tarrant	1014.01	Fort Worth	27.0%	14.3%		Not Eligible	
Tarrant	1014.02	Fort Worth	19.5%	26.7%		Not Eligible	
Tarrant	1014.03	Fort Worth	31.6%	30.6%		Not Eligible	
Tarrant	1015	Fort Worth	14.5%	17.0%		WTA	
Tarrant	1017	Fort Worth	58.9%	82.3%		Not Eligible	
Tarrant	1020	Fort Worth	2.9%	24.8%		Not Eligible	
Tarrant	1021	Fort Worth	7.5%	20.0%		WTA	
Tarrant	1022.01	Fort Worth	2.5%	8.4%		WTA	
Tarrant	1022.02	Fort Worth	1.5%	7.6%		WTA	
Tarrant	1023.01	Fort Worth	13.9%	41.0%		Not Eligible	
Tarrant	1023.02	Benbrook	5.8%	20.9%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1023.02	Fort Worth	5.8%	20.9%		WTA	
Tarrant	1024.01	Fort Worth	16.1%	19.0%		WTA	
Tarrant	1024.02	Fort Worth	3.4%	1.5%		WTA	
Tarrant	1025	Fort Worth	71.3%	39.5%		Not Eligible	
Tarrant	1026.01	Fort Worth	16.5%	12.6%		WTA	
Tarrant	1026.02	Fort Worth	3.7%	17.6%		WTA	
Tarrant	1027	Fort Worth	1.4%	4.2%		WTA	
Tarrant	1028	Fort Worth	2.9%	3.3%		WTA	
Tarrant	1035	Fort Worth	16.7%	32.7%		Not Eligible	
Tarrant	1036.01	Fort Worth	74.8%	50.1%		Not Eligible	
Tarrant	1036.02	Fort Worth	77.9%	32.7%		Not Eligible	
Tarrant	1037.01	Fort Worth	20.0%	28.7%		Not Eligible	
Tarrant	1037.02	Fort Worth	44.4%	22.0%		Not Eligible	
Tarrant	1038	Fort Worth	62.3%	54.6%		Not Eligible	
Tarrant	1041	Fort Worth	6.0%	22.3%		WTA	
Tarrant	1042.01	Fort Worth	4.1%	14.8%		WTA	
Tarrant	1042.02	Fort Worth	3.3%	18.1%		WTA	
Tarrant	1043	Fort Worth	2.7%	24.0%		Not Eligible	
Tarrant	1044	Fort Worth	4.1%	28.7%		Not Eligible	
Tarrant	1045.02	Fort Worth	15.1%	29.2%		Not Eligible	
Tarrant	1045.03	Fort Worth	1.6%	31.4%		Not Eligible	
Tarrant	1045.04	Fort Worth	4.7%	52.6%		Not Eligible	
Tarrant	1045.05	Fort Worth	62.6%	34.9%		Not Eligible	
Tarrant	1046.01	Fort Worth	45.7%	34.5%		Not Eligible	
Tarrant	1046.02	Fort Worth	27.7%	20.5%		Not Eligible	
Tarrant	1046.03	Fort Worth	14.5%	34.7%		Not Eligible	
Tarrant	1046.04	Fort Worth	56.4%	34.2%		Not Eligible	
Tarrant	1046.05	Fort Worth	57.8%	25.9%		Not Eligible	
Tarrant	1047.01	Fort Worth	1.6%	29.7%		Not Eligible	
Tarrant	1047.02	Fort Worth	3.2%	39.7%		Not Eligible	
Tarrant	1048.02	Fort Worth	9.1%	30.1%		Not Eligible	
Tarrant	1048.03	Fort Worth	2.3%	40.2%		Not Eligible	
Tarrant	1048.04	Fort Worth	2.1%	41.8%		Not Eligible	
Tarrant	1049	Fort Worth	3.1%	14.2%		WTA	
Tarrant	1050.01	Fort Worth	4.3%	23.7%		Not Eligible	
Tarrant	1050.01	Saginaw	4.3%	23.7%		Not Eligible	
Tarrant	1050.06	Fort Worth	8.2%	67.3%		Not Eligible	
Tarrant	1050.06	Saginaw	8.2%	67.3%		Not Eligible	
Tarrant	1050.07	Fort Worth	11.5%	3.4%		WTA	
Tarrant	1050.08	Blue Mound	14.1%	9.7%		WTA	
Tarrant	1050.08	Fort Worth	14.1%	9.7%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1050.08	Saginaw	14.1%	9.7%		WTA	
Tarrant	1052.01	Fort Worth	21.5%	21.8%		WTA	
Tarrant	1052.03	Fort Worth	7.4%	4.4%		WTA	
Tarrant	1052.04	Fort Worth	23.1%	17.0%		WTA	
Tarrant	1052.05	Fort Worth	31.5%	28.2%		Not Eligible	
Tarrant	1054.03	Fort Worth	3.7%	16.2%		WTA	
Tarrant	1054.04	Fort Worth	1.5%	4.4%		WTA	
Tarrant	1054.05	Benbrook	15.8%	20.5%		WTA	
Tarrant	1054.05	Fort Worth	15.8%	20.5%		WTA	
Tarrant	1054.06	Benbrook	7.3%	11.4%		WTA	
Tarrant	1054.06	Fort Worth	7.3%	11.4%		WTA	
Tarrant	1055.02	Fort Worth	13.5%	10.1%		WTA	
Tarrant	1055.03	Fort Worth	15.8%	6.8%		WTA	
Tarrant	1055.05	Fort Worth	14.9%	10.9%		WTA	
Tarrant	1055.07	Benbrook	7.6%	3.8%		WTA	
Tarrant	1055.07	Fort Worth	7.6%	3.8%		WTA	
Tarrant	1055.08	Fort Worth	23.4%	4.7%		WTA	
Tarrant	1055.1	Fort Worth	36.3%	13.9%		Not Eligible	
Tarrant	1055.11	Fort Worth	36.3%	16.1%		Not Eligible	
Tarrant	1055.12	Fort Worth	21.0%	7.1%		WTA	
Tarrant	1055.13	Fort Worth	33.9%	27.4%		Not Eligible	
Tarrant	1055.14	Fort Worth	29.2%	15.9%		Not Eligible	
Tarrant	1056	Fort Worth	4.0%	10.2%		WTA	
Tarrant	1057.01	Fort Worth	12.2%	10.4%		WTA	
Tarrant	1057.03	Fort Worth	23.9%	17.3%		WTA	
Tarrant	1057.04	Fort Worth	38.2%	13.5%		Not Eligible	
Tarrant	1058	Fort Worth	6.9%	29.7%		Not Eligible	
Tarrant	1059.01	Fort Worth	6.2%	37.3%		Not Eligible	
Tarrant	1059.02	Forest Hill	28.4%	40.7%		Not Eligible	
Tarrant	1059.02	Fort Worth	28.4%	40.7%		Not Eligible	
Tarrant	1060.01	Fort Worth	35.4%	12.9%		Not Eligible	
Tarrant	1060.02	Forest Hill	61.7%	29.0%		Not Eligible	
Tarrant	1060.02	Fort Worth	61.7%	29.0%		Not Eligible	
Tarrant	1060.04	Everman	45.9%	28.9%		Not Eligible	
Tarrant	1060.04	Forest Hill	45.9%	28.9%		Not Eligible	
Tarrant	1060.04	Fort Worth	45.9%	28.9%		Not Eligible	
Tarrant	1060.04	Kennedale	45.9%	28.9%		Not Eligible	
Tarrant	1061.01	Fort Worth	53.5%	20.4%		Not Eligible	
Tarrant	1061.02	Fort Worth	33.9%	42.3%		Not Eligible	
Tarrant	1062.01	Fort Worth	79.8%	29.4%		Not Eligible	
Tarrant	1062.02	Fort Worth	79.7%	34.2%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1063	Fort Worth	87.0%	31.0%		Not Eligible	
Tarrant	1064	Arlington	18.8%	28.4%		Not Eligible	
Tarrant	1064	Fort Worth	18.8%	28.4%		Not Eligible	
Tarrant	1065.02	Fort Worth	40.1%	9.6%		Not Eligible	
Tarrant	1065.03	Fort Worth	56.4%	27.6%		Not Eligible	
Tarrant	1065.07	Fort Worth	23.4%	6.3%		WTA	
Tarrant	1065.09	Arlington	36.5%	7.6%		Not Eligible	
Tarrant	1065.09	Fort Worth	36.5%	7.6%		Not Eligible	
Tarrant	1065.09	Hurst	36.5%	7.6%		Not Eligible	
Tarrant	1065.1	Fort Worth	15.4%	1.4%		WTA	
Tarrant	1065.11	Fort Worth	42.7%	15.1%		Not Eligible	
Tarrant	1065.12	Fort Worth	59.1%	25.7%		Not Eligible	
Tarrant	1065.13	Fort Worth	59.5%	14.9%		Not Eligible	
Tarrant	1065.14	Arlington	52.5%	16.8%		Not Eligible	
Tarrant	1065.14	Fort Worth	52.5%	16.8%		Not Eligible	
Tarrant	1065.15	Fort Worth	47.7%	20.1%		Not Eligible	
Tarrant	1065.16	Fort Worth	59.0%	27.9%		Not Eligible	
Tarrant	1065.17	Eules	33.8%	13.1%		Not Eligible	
Tarrant	1065.17	Fort Worth	33.8%	13.1%		Not Eligible	
Tarrant	1065.18	Fort Worth	36.7%	7.2%		Not Eligible	
Tarrant	1066	Fort Worth	11.9%	31.9%		Not Eligible	
Tarrant	1066	Lake Worth	11.9%	31.9%		Not Eligible	
Tarrant	1067	Fort Worth	3.9%	6.7%		WTA	
Tarrant	1101.01	Haltom City	6.5%	19.7%		WTA	
Tarrant	1101.02	Haltom City	3.4%	13.5%		WTA	
Tarrant	1102.02	Fort Worth	2.0%	15.4%		WTA	
Tarrant	1102.02	Haltom City	2.0%	15.4%		WTA	
Tarrant	1102.03	Fort Worth	9.0%	10.1%		WTA	
Tarrant	1102.03	Haltom City	9.0%	10.1%		WTA	
Tarrant	1102.03	Watauga	9.0%	10.1%		WTA	
Tarrant	1102.04	Fort Worth	3.7%	9.1%		WTA	
Tarrant	1102.04	Haltom City	3.7%	9.1%		WTA	
Tarrant	1103.01	Haltom City	2.1%	20.8%		WTA	
Tarrant	1103.01	Richland Hills	2.1%	20.8%		WTA	
Tarrant	1103.02	Haltom City	2.5%	37.6%		Not Eligible	
Tarrant	1104.01	Fort Worth	2.2%	10.8%		WTA	
Tarrant	1104.01	Lake Worth	2.2%	10.8%		WTA	
Tarrant	1104.02	Lake Worth	1.8%	29.2%		Not Eligible	
Tarrant	1104.02	Sansom Park	1.8%	29.2%		Not Eligible	
Tarrant	1105	Fort Worth	1.4%	24.4%		Not Eligible	
Tarrant	1105	River Oaks	1.4%	24.4%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1106	Westworth Villa	6.9%	9.9%		WTA	
Tarrant	1106	White Settlement	6.9%	9.9%		WTA	
Tarrant	1107.01	Fort Worth	4.4%	23.4%		Not Eligible	
Tarrant	1107.01	White Settlement	4.4%	23.4%		Not Eligible	
Tarrant	1107.03	Fort Worth	5.9%	20.5%		WTA	
Tarrant	1107.03	White Settlement	5.9%	20.5%		WTA	
Tarrant	1107.04	Fort Worth	7.0%	13.3%		WTA	
Tarrant	1107.04	White Settlement	7.0%	13.3%		WTA	
Tarrant	1108.05	Fort Worth	9.1%	1.1%		WTA	
Tarrant	1108.06	Fort Worth	6.8%	1.4%		WTA	
Tarrant	1108.07	Fort Worth	10.5%	5.3%		WTA	
Tarrant	1108.08	Benbrook	2.3%	10.2%		WTA	
Tarrant	1108.08	Fort Worth	2.3%	10.2%		WTA	
Tarrant	1108.09	Benbrook	3.9%	0.3%		WTA	
Tarrant	1108.09	Fort Worth	3.9%	0.3%		WTA	
Tarrant	1109.01	Benbrook	3.3%	2.1%		WTA	
Tarrant	1109.01	Fort Worth	3.3%	2.1%		WTA	
Tarrant	1109.03	Benbrook	5.7%	13.1%		WTA	
Tarrant	1109.03	Fort Worth	5.7%	13.1%		WTA	
Tarrant	1109.05	Benbrook	4.1%	4.2%		WTA	
Tarrant	1109.06	Benbrook	2.6%	4.6%		WTA	
Tarrant	1109.06	Fort Worth	2.6%	4.6%		WTA	
Tarrant	1109.07	Benbrook	4.6%	5.7%		WTA	
Tarrant	1109.07	Fort Worth	4.6%	5.7%		WTA	
Tarrant	1110.03	Edgecliff Village	13.0%	4.9%		WTA	
Tarrant	1110.03	Fort Worth	13.0%	4.9%		WTA	
Tarrant	1110.05	Fort Worth	45.4%	19.3%		Not Eligible	
Tarrant	1110.08	Crowley	15.8%	8.6%		WTA	
Tarrant	1110.08	Fort Worth	15.8%	8.6%		WTA	
Tarrant	1110.1	Fort Worth	1.9%	6.1%		WTA	
Tarrant	1110.11	Fort Worth	43.9%	9.8%		Not Eligible	
Tarrant	1110.12	Fort Worth	42.2%	5.2%		Not Eligible	
Tarrant	1110.13	Crowley	29.6%	11.3%		Not Eligible	
Tarrant	1110.13	Fort Worth	29.6%	11.3%		Not Eligible	
Tarrant	1110.15	Crowley	7.9%	2.1%		WTA	
Tarrant	1110.15	Fort Worth	7.9%	2.1%		WTA	
Tarrant	1110.16	Burleson	6.7%	1.9%		WTA	
Tarrant	1110.16	Crowley	6.7%	1.9%		WTA	
Tarrant	1110.16	Fort Worth	6.7%	1.9%		WTA	
Tarrant	1110.17	Fort Worth	25.5%	3.4%		WTA	
Tarrant	1110.18	Crowley	7.2%	4.7%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1110.18	Fort Worth	7.2%	4.7%		WTA	
Tarrant	1111.02	Forest Hill	58.6%	16.2%		Not Eligible	
Tarrant	1111.02	Fort Worth	58.6%	16.2%		Not Eligible	
Tarrant	1111.02	Kennedale	58.6%	16.2%		Not Eligible	
Tarrant	1111.03	Forest Hill	32.8%	26.7%		Not Eligible	
Tarrant	1111.04	Forest Hill	52.7%	3.5%		Not Eligible	
Tarrant	1112.02	Everman	27.7%	17.8%		Not Eligible	
Tarrant	1112.03	Fort Worth	12.8%	7.6%		WTA	
Tarrant	1112.03	Pelican Bay	12.8%	7.6%		WTA	
Tarrant	1112.04	Burleson	5.0%	11.6%		WTA	
Tarrant	1112.04	Fort Worth	5.0%	11.6%		WTA	
Tarrant	1112.04	Pelican Bay	5.0%	11.6%		WTA	
Tarrant	1113.01	Fort Worth	7.6%	11.6%		WTA	
Tarrant	1113.01	Mansfield	7.6%	11.6%		WTA	
Tarrant	1113.01	Pelican Bay	7.6%	11.6%		WTA	
Tarrant	1113.04	Mansfield	7.5%	2.2%		WTA	
Tarrant	1113.06	Mansfield	12.5%	10.2%		WTA	
Tarrant	1113.06	Pelican Bay	12.5%	10.2%		WTA	
Tarrant	1113.07	Mansfield	23.0%	20.5%		WTA	
Tarrant	1113.08	Mansfield	4.1%	7.4%		WTA	
Tarrant	1113.09	Mansfield	9.9%	17.6%		WTA	
Tarrant	1113.1	Arlington	34.7%	11.5%		Not Eligible	
Tarrant	1113.1	Grand Prairie	34.7%	11.5%		Not Eligible	
Tarrant	1113.11	Arlington	16.0%	3.3%		WTA	
Tarrant	1113.11	Mansfield	16.0%	3.3%		WTA	
Tarrant	1113.12	Mansfield	4.9%	1.6%		WTA	
Tarrant	1113.13	Grand Prairie	19.4%	4.7%		WTA	
Tarrant	1113.13	Mansfield	19.4%	4.7%		WTA	
Tarrant	1113.14	Mansfield	28.5%	6.4%		Not Eligible	
Tarrant	1114.02	Arlington	11.3%	6.3%		WTA	
Tarrant	1114.02	Arlington	11.3%	6.3%		WTA	
Tarrant	1114.04	Kennedale	18.6%	7.5%		WTA	
Tarrant	1114.05	Arlington	3.2%	26.4%		Not Eligible	
Tarrant	1114.05	Fort Worth	3.2%	26.4%		Not Eligible	
Tarrant	1114.05	Kennedale	3.2%	26.4%		Not Eligible	
Tarrant	1114.06	Arlington	13.4%	0.9%		WTA	
Tarrant	1114.06	Mansfield	13.4%	0.9%		WTA	
Tarrant	1114.07	Arlington	10.0%	3.5%		WTA	
Tarrant	1114.08	Arlington	14.2%	3.1%		WTA	
Tarrant	1114.08	Kennedale	14.2%	3.1%		WTA	
Tarrant	1114.08	Mansfield	14.2%	3.1%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1114.09	Arlington	8.8%	4.1%		WTA	
Tarrant	1115.05	Arlington	5.2%	8.1%		WTA	
Tarrant	1115.06	Arlington	14.8%	11.8%		WTA	
Tarrant	1115.06	Dalworthington	14.8%	11.8%		WTA	
Tarrant	1115.06	Pantego	14.8%	11.8%		WTA	
Tarrant	1115.13	Arlington	27.4%	9.6%		Not Eligible	
Tarrant	1115.13	Grand Prairie	27.4%	9.6%		Not Eligible	
Tarrant	1115.14	Arlington	26.2%	4.8%		Not Eligible	
Tarrant	1115.16	Arlington	25.4%	10.7%		WTA	
Tarrant	1115.21	Arlington	31.9%	30.1%		Not Eligible	
Tarrant	1115.22	Arlington	16.1%	13.6%		WTA	
Tarrant	1115.23	Arlington	38.5%	22.7%		Not Eligible	
Tarrant	1115.24	Arlington	23.0%	15.3%		WTA	
Tarrant	1115.25	Arlington	18.7%	17.5%		WTA	
Tarrant	1115.26	Arlington	18.2%	11.0%		WTA	
Tarrant	1115.26	Pantego	18.2%	11.0%		WTA	
Tarrant	1115.29	Arlington	5.5%	2.8%		WTA	
Tarrant	1115.29	Dalworthington	5.5%	2.8%		WTA	
Tarrant	1115.3	Arlington	8.1%	1.7%		WTA	
Tarrant	1115.31	Arlington	7.7%	3.4%		WTA	
Tarrant	1115.32	Arlington	12.2%	7.3%		WTA	
Tarrant	1115.32	Kennedale	12.2%	7.3%		WTA	
Tarrant	1115.33	Arlington	9.5%	5.7%		WTA	
Tarrant	1115.34	Arlington	10.3%	3.7%		WTA	
Tarrant	1115.36	Arlington	43.1%	23.1%		Not Eligible	
Tarrant	1115.36	Grand Prairie	43.1%	23.1%		Not Eligible	
Tarrant	1115.37	Arlington	35.0%	11.1%		Not Eligible	
Tarrant	1115.37	Grand Prairie	35.0%	11.1%		Not Eligible	
Tarrant	1115.38	Arlington	33.7%	7.8%		Not Eligible	
Tarrant	1115.38	Grand Prairie	33.7%	7.8%		Not Eligible	
Tarrant	1115.39	Grand Prairie	31.7%	3.4%		Not Eligible	
Tarrant	1115.4	Arlington	28.2%	6.9%		Not Eligible	
Tarrant	1115.41	Arlington	28.1%	14.3%		Not Eligible	
Tarrant	1115.42	Arlington	28.5%	1.4%		Not Eligible	
Tarrant	1115.43	Arlington	44.4%	27.1%		Not Eligible	
Tarrant	1115.44	Arlington	26.0%	6.9%		Not Eligible	
Tarrant	1115.45	Arlington	6.2%	7.8%		WTA	
Tarrant	1115.45	Dalworthington	6.2%	7.8%		WTA	
Tarrant	1115.46	Arlington	8.4%	9.4%		WTA	
Tarrant	1115.47	Arlington	34.1%	8.1%		Not Eligible	
Tarrant	1115.47	Grand Prairie	34.1%	8.1%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1115.48	Grand Prairie	36.0%	6.7%		Not Eligible	
Tarrant	1115.49	Grand Prairie	29.7%	5.2%		Not Eligible	
Tarrant	1115.49	Mansfield	29.7%	5.2%		Not Eligible	
Tarrant	1115.5	Arlington	36.3%	12.1%		Not Eligible	
Tarrant	1115.5	Mansfield	36.3%	12.1%		Not Eligible	
Tarrant	1115.51	Mansfield	20.7%	7.3%		WTA	
Tarrant	1115.52	Arlington	7.4%	9.5%		WTA	
Tarrant	1115.52	Dalworthington	7.4%	9.5%		WTA	
Tarrant	1115.53	Arlington	18.9%	16.5%		WTA	
Tarrant	1130.01	Arlington	16.6%	5.8%		WTA	
Tarrant	1130.01	Grand Prairie	16.6%	5.8%		WTA	
Tarrant	1130.02	Arlington	33.1%	28.8%		Not Eligible	
Tarrant	1130.02	Grand Prairie	33.1%	28.8%		Not Eligible	
Tarrant	1131.02	Arlington	23.5%	7.0%		WTA	
Tarrant	1131.02	Fort Worth	23.5%	7.0%		WTA	
Tarrant	1131.04	Arlington	28.4%	17.6%		Not Eligible	
Tarrant	1131.07	Arlington	3.8%	3.1%		WTA	
Tarrant	1131.08	Arlington	3.9%	3.5%		WTA	
Tarrant	1131.08	Fort Worth	3.9%	3.5%		WTA	
Tarrant	1131.09	Arlington	29.0%	11.9%		Not Eligible	
Tarrant	1131.1	Arlington	32.8%	13.4%		Not Eligible	
Tarrant	1131.11	Arlington	42.3%	28.0%		Not Eligible	
Tarrant	1131.12	Arlington	23.9%	21.7%		WTA	
Tarrant	1131.13	Grand Prairie	36.7%	5.4%		Not Eligible	
Tarrant	1131.14	Arlington	29.6%	7.0%		Not Eligible	
Tarrant	1131.15	Arlington	25.7%	12.6%		WTA	
Tarrant	1131.16	Arlington	42.1%	21.5%		Not Eligible	
Tarrant	1131.16	Grand Prairie	42.1%	21.5%		Not Eligible	
Tarrant	1132.06	Haltom City	5.6%	17.9%		WTA	
Tarrant	1132.06	North Richland	5.6%	17.9%		WTA	
Tarrant	1132.07	North Richland	3.0%	4.3%		WTA	
Tarrant	1132.1	North Richland	2.6%	1.7%		WTA	
Tarrant	1132.12	Haltom City	4.1%	1.9%		WTA	
Tarrant	1132.12	North Richland	4.1%	1.9%		WTA	
Tarrant	1132.13	Hurst	3.5%	7.5%		WTA	
Tarrant	1132.13	North Richland	3.5%	7.5%		WTA	
Tarrant	1132.14	North Richland	7.0%	14.0%		WTA	
Tarrant	1132.15	North Richland	4.9%	3.0%		WTA	
Tarrant	1132.16	North Richland	7.5%	10.5%		WTA	
Tarrant	1132.17	North Richland	8.0%	11.7%		WTA	
Tarrant	1132.18	Hurst	2.3%	3.2%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1132.18	North Richland	2.3%	3.2%		WTA	
Tarrant	1132.2	North Richland	8.7%	16.1%		WTA	
Tarrant	1132.21	North Richland	7.6%	4.0%		WTA	
Tarrant	1133.01	Haltom City	2.6%	10.5%		WTA	
Tarrant	1133.01	North Richland	2.6%	10.5%		WTA	
Tarrant	1133.01	Richland Hills	2.6%	10.5%		WTA	
Tarrant	1133.02	Haltom City	3.9%	15.2%		WTA	
Tarrant	1133.02	Richland Hills	3.9%	15.2%		WTA	
Tarrant	1134.03	Hurst	4.8%	6.1%		WTA	
Tarrant	1134.03	North Richland	4.8%	6.1%		WTA	
Tarrant	1134.04	Bedford	6.8%	8.5%		WTA	
Tarrant	1134.04	Hurst	6.8%	8.5%		WTA	
Tarrant	1134.05	Hurst	9.5%	7.7%		WTA	
Tarrant	1134.05	Richland Hills	9.5%	7.7%		WTA	
Tarrant	1134.07	Euless	7.8%	30.0%		Not Eligible	
Tarrant	1134.07	Hurst	7.8%	30.0%		Not Eligible	
Tarrant	1134.08	Fort Worth	6.0%	5.1%		WTA	
Tarrant	1134.08	Hurst	6.0%	5.1%		WTA	
Tarrant	1135.09	Euless	6.6%	21.0%		WTA	
Tarrant	1135.1	Euless	13.0%	7.5%		WTA	
Tarrant	1135.1	Fort Worth	13.0%	7.5%		WTA	
Tarrant	1135.11	Bedford	12.7%	12.3%		WTA	
Tarrant	1135.11	Euless	12.7%	12.3%		WTA	
Tarrant	1135.12	Bedford	9.9%	9.3%		WTA	
Tarrant	1135.12	Euless	9.9%	9.3%		WTA	
Tarrant	1135.13	Euless	10.2%	9.2%		WTA	
Tarrant	1135.13	Fort Worth	10.2%	9.2%		WTA	
Tarrant	1135.14	Euless	12.7%	22.2%		WTA	
Tarrant	1135.16	Euless	8.4%	3.6%		WTA	
Tarrant	1135.17	Euless	13.5%	5.6%		WTA	
Tarrant	1135.18	Euless	20.4%	7.4%		WTA	
Tarrant	1135.19	Euless	5.6%	8.4%		WTA	
Tarrant	1135.2	Euless	9.9%	2.4%		WTA	
Tarrant	1136.07	Bedford	9.5%	7.4%		WTA	
Tarrant	1136.07	Hurst	9.5%	7.4%		WTA	
Tarrant	1136.1	Colleyville	2.5%	1.5%		WTA	
Tarrant	1136.1	Hurst	2.5%	1.5%		WTA	
Tarrant	1136.1	Keller	2.5%	1.5%		WTA	
Tarrant	1136.1	North Richland	2.5%	1.5%		WTA	
Tarrant	1136.11	Colleyville	2.7%	3.6%		WTA	
Tarrant	1136.11	Hurst	2.7%	3.6%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1136.11	North Richland	2.7%	3.6%		WTA	
Tarrant	1136.12	Bedford	2.0%	1.5%		WTA	
Tarrant	1136.12	Colleyville	2.0%	1.5%		WTA	
Tarrant	1136.12	Hurst	2.0%	1.5%		WTA	
Tarrant	1136.13	Bedford	2.2%	8.9%		WTA	
Tarrant	1136.13	Hurst	2.2%	8.9%		WTA	
Tarrant	1136.18	Bedford	8.0%	5.6%		WTA	
Tarrant	1136.19	Eules	26.6%	19.1%		Not Eligible	
Tarrant	1136.19	Hurst	26.6%	19.1%		Not Eligible	
Tarrant	1136.22	Bedford	2.0%	1.3%		WTA	
Tarrant	1136.22	Colleyville	2.0%	1.3%		WTA	
Tarrant	1136.22	Eules	2.0%	1.3%		WTA	
Tarrant	1136.23	Bedford	2.9%	10.2%		WTA	
Tarrant	1136.23	Eules	2.9%	10.2%		WTA	
Tarrant	1136.24	Bedford	4.5%	1.6%		WTA	
Tarrant	1136.25	Bedford	1.9%	1.2%		WTA	
Tarrant	1136.25	Colleyville	1.9%	1.2%		WTA	
Tarrant	1136.26	Bedford	2.7%	4.0%		WTA	
Tarrant	1136.27	Bedford	12.6%	5.8%		WTA	
Tarrant	1136.28	Bedford	16.1%	9.8%		WTA	
Tarrant	1136.29	Bedford	6.2%	3.3%		WTA	
Tarrant	1136.29	Hurst	6.2%	3.3%		WTA	
Tarrant	1136.3	Bedford	10.0%	12.2%		WTA	
Tarrant	1136.31	Grapevine	5.6%	16.1%		WTA	
Tarrant	1136.32	Grapevine	2.0%	1.9%		WTA	
Tarrant	1136.33	Colleyville	2.2%	11.0%		WTA	
Tarrant	1136.33	Grapevine	2.2%	11.0%		WTA	
Tarrant	1136.34	Colleyville	2.4%	4.2%		WTA	
Tarrant	1136.34	Grapevine	2.4%	4.2%		WTA	
Tarrant	1137.03	Flower Mound	4.1%	10.1%		WTA	
Tarrant	1137.03	Grapevine	4.1%	10.1%		WTA	
Tarrant	1137.05	Grapevine	7.1%	13.6%		WTA	
Tarrant	1137.05	Southlake	7.1%	13.6%		WTA	
Tarrant	1137.07	Grapevine	1.2%	2.2%		WTA	
Tarrant	1137.07	Southlake	1.2%	2.2%		WTA	
Tarrant	1137.09	Grapevine	3.2%	4.2%		WTA	
Tarrant	1137.1	Grapevine	4.7%	14.3%		WTA	
Tarrant	1137.11	Grapevine	2.3%	7.8%		WTA	
Tarrant	1138.03	Keller	5.3%	3.2%		WTA	
Tarrant	1138.03	Watauga	5.3%	3.2%		WTA	
Tarrant	1138.08	Watauga	5.2%	8.6%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1138.09	Fort Worth	3.6%	8.4%		WTA	
Tarrant	1138.09	Watauga	3.6%	8.4%		WTA	
Tarrant	1138.1	Haltom City	5.0%	13.8%		WTA	
Tarrant	1138.1	North Richland	5.0%	13.8%		WTA	
Tarrant	1138.1	Watauga	5.0%	13.8%		WTA	
Tarrant	1138.11	Haltom City	5.0%	7.6%		WTA	
Tarrant	1138.11	North Richland	5.0%	7.6%		WTA	
Tarrant	1138.11	Watauga	5.0%	7.6%		WTA	
Tarrant	1138.12	Fort Worth	4.2%	5.3%		WTA	
Tarrant	1138.12	Keller	4.2%	5.3%		WTA	
Tarrant	1138.12	Watauga	4.2%	5.3%		WTA	
Tarrant	1138.13	Keller	3.3%	2.5%		WTA	
Tarrant	1138.13	North Richland	3.3%	2.5%		WTA	
Tarrant	1138.14	North Richland	2.5%	0.0%		WTA	
Tarrant	1138.15	Keller	2.7%	1.9%		WTA	
Tarrant	1138.15	North Richland	2.7%	1.9%		WTA	
Tarrant	1138.16	Keller	3.4%	5.5%		WTA	
Tarrant	1139.06	Southlake	2.7%	2.6%		WTA	
Tarrant	1139.06	Trophy Club	2.7%	2.6%		WTA	
Tarrant	1139.06	Westlake	2.7%	2.6%		WTA	
Tarrant	1139.07	Grapevine	2.7%	2.7%		WTA	
Tarrant	1139.07	Southlake	2.7%	2.7%		WTA	
Tarrant	1139.07	Trophy Club	2.7%	2.7%		WTA	
Tarrant	1139.07	Westlake	2.7%	2.7%		WTA	
Tarrant	1139.08	Keller	2.4%	2.3%		WTA	
Tarrant	1139.08	Southlake	2.4%	2.3%		WTA	
Tarrant	1139.09	Colleyville	1.8%	2.9%		WTA	
Tarrant	1139.09	Grapevine	1.8%	2.9%		WTA	
Tarrant	1139.09	Southlake	1.8%	2.9%		WTA	
Tarrant	1139.1	Fort Worth	1.9%	2.2%		WTA	
Tarrant	1139.1	Keller	1.9%	2.2%		WTA	
Tarrant	1139.1	Southlake	1.9%	2.2%		WTA	
Tarrant	1139.1	Westlake	1.9%	2.2%		WTA	
Tarrant	1139.11	Keller	2.7%	5.1%		WTA	
Tarrant	1139.12	Keller	2.6%	4.1%		WTA	
Tarrant	1139.12	Southlake	2.6%	4.1%		WTA	
Tarrant	1139.16	Fort Worth	9.8%	15.4%		WTA	
Tarrant	1139.17	Fort Worth	14.0%	9.4%		WTA	
Tarrant	1139.17	Watauga	14.0%	9.4%		WTA	
Tarrant	1139.18	Fort Worth	9.4%	7.9%		WTA	
Tarrant	1139.19	Fort Worth	5.0%	1.9%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1139.2	Fort Worth	6.9%	1.8%		WTA	
Tarrant	1139.2	Watauga	6.9%	1.8%		WTA	
Tarrant	1139.21	Fort Worth	8.7%	7.8%		WTA	
Tarrant	1139.21	Keller	8.7%	7.8%		WTA	
Tarrant	1139.22	Fort Worth	8.9%	3.2%		WTA	
Tarrant	1139.23	Fort Worth	12.4%	3.0%		WTA	
Tarrant	1139.24	Fort Worth	9.6%	7.4%		WTA	
Tarrant	1139.25	Fort Worth	7.3%	1.2%		WTA	
Tarrant	1139.26	Fort Worth	11.6%	4.9%		WTA	
Tarrant	1139.26	Haslet	11.6%	4.9%		WTA	
Tarrant	1139.27	Fort Worth	9.0%	2.6%		WTA	
Tarrant	1139.27	Roanoke	9.0%	2.6%		WTA	
Tarrant	1139.28	Fort Worth	9.1%	0.6%		WTA	
Tarrant	1139.29	Fort Worth	5.8%	1.8%		WTA	
Tarrant	1139.29	Keller	5.8%	1.8%		WTA	
Tarrant	1140.03	Blue Mound	8.2%	3.5%		WTA	
Tarrant	1140.03	Fort Worth	8.2%	3.5%		WTA	
Tarrant	1140.03	Saginaw	8.2%	3.5%		WTA	
Tarrant	1140.05	Saginaw	3.6%	4.7%		WTA	
Tarrant	1140.06	Saginaw	2.0%	4.2%		WTA	
Tarrant	1140.07	Fort Worth	8.2%	5.9%		WTA	
Tarrant	1140.07	Lake Worth	8.2%	5.9%		WTA	
Tarrant	1140.08	Fort Worth	12.4%	9.5%		WTA	
Tarrant	1140.08	Saginaw	12.4%	9.5%		WTA	
Tarrant	1141.02	Fort Worth	2.3%	5.0%		WTA	
Tarrant	1141.03	Fort Worth	6.6%	4.2%		WTA	
Tarrant	1141.03	Haslet	6.6%	4.2%		WTA	
Tarrant	1141.03	Saginaw	6.6%	4.2%		WTA	
Tarrant	1141.04	Briar	4.2%	4.7%		WTA	
Tarrant	1141.04	Fort Worth	4.2%	4.7%		WTA	
Tarrant	1141.04	Newark	4.2%	4.7%		WTA	
Tarrant	1141.04	Pecan Acres	4.2%	4.7%		WTA	
Tarrant	1141.04	Saginaw	4.2%	4.7%		WTA	
Tarrant	1142.03	Azle	0.9%	13.5%		WTA	
Tarrant	1142.03	Briar	0.9%	13.5%		WTA	
Tarrant	1142.03	Pecan Acres	0.9%	13.5%		WTA	
Tarrant	1142.03	Pelican Bay	0.9%	13.5%		WTA	
Tarrant	1142.03	Reno	0.9%	13.5%		WTA	
Tarrant	1142.04	Azle	1.0%	14.7%		WTA	
Tarrant	1142.05	Azle	0.7%	13.1%		WTA	
Tarrant	1142.05	Fort Worth	0.7%	13.1%		WTA	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1142.06	Azle	1.2%	27.4%		Not Eligible	
Tarrant	1142.06	Fort Worth	1.2%	27.4%		Not Eligible	
Tarrant	1142.06	Lakeside	1.2%	27.4%		Not Eligible	
Tarrant	1142.07	Fort Worth	6.6%	7.2%		WTA	
Tarrant	1142.07	Lakeside	6.6%	7.2%		WTA	
Tarrant	1216.01	Arlington	12.5%	12.4%		WTA	
Tarrant	1216.04	Arlington	24.0%	10.7%		WTA	
Tarrant	1216.05	Arlington	6.0%	6.0%		WTA	
Tarrant	1216.06	Arlington	7.9%	3.3%		WTA	
Tarrant	1216.06	Fort Worth	7.9%	3.3%		WTA	
Tarrant	1216.08	Arlington	6.4%	3.4%		WTA	
Tarrant	1216.09	Arlington	8.3%	1.1%		WTA	
Tarrant	1216.1	Arlington	8.3%	4.3%		WTA	
Tarrant	1216.11	Arlington	14.1%	4.5%		WTA	
Tarrant	1217.02	Arlington	23.7%	12.5%		WTA	
Tarrant	1217.03	Arlington	16.8%	29.5%		Not Eligible	
Tarrant	1217.04	Arlington	10.8%	26.9%		Not Eligible	
Tarrant	1219.03	Arlington	21.5%	27.2%		Not Eligible	
Tarrant	1219.03	Grand Prairie	21.5%	27.2%		Not Eligible	
Tarrant	1219.04	Arlington	18.3%	24.5%		Not Eligible	
Tarrant	1219.04	Grand Prairie	18.3%	24.5%		Not Eligible	
Tarrant	1219.05	Arlington	27.9%	45.4%		Not Eligible	
Tarrant	1219.06	Arlington	17.5%	25.7%		Not Eligible	
Tarrant	1220.01	Arlington	6.1%	17.5%		WTA	
Tarrant	1220.02	Arlington	10.8%	13.2%		WTA	
Tarrant	1221	Arlington	6.7%	25.1%		Not Eligible	
Tarrant	1222	Arlington	14.9%	26.4%		Not Eligible	
Tarrant	1223	Arlington	16.2%	50.2%		Not Eligible	
Tarrant	1224	Arlington	12.6%	34.6%		Not Eligible	
Tarrant	1225	Arlington	8.3%	11.0%		WTA	
Tarrant	1225	Pantego	8.3%	11.0%		WTA	
Tarrant	1226	Arlington	8.9%	12.2%		WTA	
Tarrant	1226	Pantego	8.9%	12.2%		WTA	
Tarrant	1227	Arlington	14.9%	21.8%		WTA	
Tarrant	1228.01	Arlington	20.4%	37.3%		Not Eligible	
Tarrant	1228.02	Arlington	10.6%	27.5%		Not Eligible	
Tarrant	1229	Arlington	10.5%	22.7%		Not Eligible	
Tarrant	1230	Fort Worth	8.6%	19.8%		WTA	
Tarrant	1230	Westover Hills	8.6%	19.8%		WTA	
Tarrant	1231	Fort Worth	53.8%	48.4%		Not Eligible	
Tarrant	1232	Fort Worth	19.8%	24.3%		Not Eligible	

County	Census Tract	City (not part of WTA definition)	Percent Black 2010	Percent Below Poverty 2010	Does DHA Public Housing Disqualify an Otherwise Eligible Tract?	WTA Status 2010	If WTA by Agreement
			<=25.7%	<=22.3% for WTA			
Tarrant	1233	Fort Worth	18.8%	21.0%		WTA	
Tarrant	1234	Fort Worth	21.2%	22.7%		Not Eligible	
Tarrant	1235	Fort Worth	51.0%	56.4%		Not Eligible	
Tarrant	1236	Fort Worth	27.8%	59.0%		Not Eligible	

1 Monthly Walker Client Contact Report Summary For the Month _____	MONTHLY PLACEMENT TEAM ACTIVITY
	TOTAL NUMBER OF BRIEFINGS CONDUCTED
	Number of Walker Relocation Briefings Conducted
	Number of New Walker Briefings Conducted
	TOTAL NUMBER OF CLIENTS BRIEFED
	Number of Walker Relocation Clients Briefed
	Number of New Walker Clients Briefed
	TOTAL NUMBER OF NO SHOWS
	Number of Walker Relocation No-Shows
	Number of New Walker No-Shows
	EXTENSIONS GRANTED

2 All Active HAP Contracts For the Month _____	Tenant
	HOH Name (3b)
	Unit Address (5a)
	Unit
	Move In
	Race (3k)
	Member Ethnicity (3m)
	Census Tract
	DHA Property/Program Code
	Structure Type 5(k)

3 Landlord Services Walker Activity Report For the Month _____	Walker Settlement Related Activity

4 Walker Client Termination/Cessation of Participation For the Month _____	Tenant
	Member FirstName (3c)
	Member LastName (3b)
	Status
	Effective Date (2b)
	Member Relation (3h)
	Member Sex (3g)
	Member Age - as of date (3f)
	Member DOB (3e)
	Household Total Num (3t)
	# Voucher Bedrooms (12a)
	Bedroom In Unit (5d)
	Payment Standard (12j)
	Census Tract
	Race (3k)
	Member Ethnicity (3m)
	Member Disabled (3j)
	Adjusted Annual Income (8y)
	Address1
	Address2
	Address3
	City
	State
	Zip
Unit	



EXHIBIT 2: REPORTING FORMATS

Contract Rent To Owner (12k)
Tenant Rent (12v)
TTP (12r)
HAP (12u)
Utility Allowance (12m)
Gross Rent (12p)
Lower Rent (12q)
Total HAP (12s)
Total Family Share (12t)
URP (12w)
Next Re-exam due (2i)
Admission Date (2h)
Move In
Move Out
Current Action (2a)
Correction 58? (2c)
Correction Date (2e)
Date Created
Approved By
Date Modified
HAP Recipient Name (12h)
Property/Program
Move Out Reason

<p>5 Walker Client 50058 Information For the Month _____</p>	Tenant
	Member FirstName (3c)
	Member LastName (3b)
	Status
	Effective Date (2b)
	Member Relation (3h)
	Member Sex (3g)
	Member Age - as of date (3f)
	Member DOB (3e)
	Household Total Num (3t)
	# Voucher Bedrooms (12a)
	Bedroom In Unit (5d)
	Payment Standard (12j)
	Census Tract
	Race (3k)
	Member Ethnicity (3m)
	Member Disabled (3j)
	Adjusted Annual Income (8y)
	Address1
	Address2
	Address3
	City
	State
	Zip
	Unit
Contract Rent To Owner (12k)	
Tenant Rent (12v)	

EXHIBIT 2: REPORTING FORMATS

	TTP (12r)
	HAP (12u)
	Utility Allowance (12m)
	Gross Rent (12p)
	Lower Rent (12q)
	Total HAP (12s)
	Total Family Share (12t)
	URP (12w)
	Next Re-exam due (2i)
	Admission Date (2h)
	Move In
	Move Out
	Current Action (2a)
	Correction 58? (2c)
	Correction Date (2e)
	Date Created
	Approved By
	Date Modified
	HAP Recipient Name (12h)
	Property/Program
	Structure Type 5(k)

6 List of Walker Vouchers Exceeding 60 Days For the Month _____	Property
	Tenant
	Name
	Size
	Date

QUARTERLY REPORT

1 WSV Financial Assistance Report For the Quarter Ending _____	Property
	Property Name
	Account
	Account Name
	Date
	Period
	Person/Description
	Control
	Reference
	Debit
	Credit
	Net
	Remarks
	Fund
	Cost Center
	Project

BI-ANNUAL REPORT

1 HCV 50058 Report	Tenant
---------------------------	--------

For January 31 & July 31

Member FirstName (3c)
Member LastName (3b)
Status
Effective Date (2b)
Member Relation (3h)
Member Sex (3g)
Member Age - as of date (3f)
Member DOB (3e)
Household Total Num (3t)
Voucher Bedrooms (12a)
Bedroom In Unit (5d)
Payment Standard (12j)
Census Tract
Race (3k)
Member Ethnicity (3m)
Member Disabled (3j)
Adjusted Annual Income (8y)
Address1
Address2
Address3
City
State
Zip
Unit
Contract Rent To Owner (12k)
Tenant Rent (12v)
TTP (12r)
HAP (12u)
Utility Allowance (12m)
Gross Rent (12p)
Lower Rent (12q)
Total HAP (12s)
Total Family Share (12t)
URP (12w)
Next Re-exam due (2i)
Admission Date (2h)
Move In
Move Out
Current Action (2a)
Correction 58? (2c)
Correction Date (2e)
Date Created
Approved By
Date Modified
HAP Recipient Name (12h)
Property/Program
Structure Type 5(k)

ANNUAL REPORTS

1 Landlord Contact Report Summary
For FY20XX

REAL ESTATE TEAM ACTIVITY
Units Not Previously Rented On DHA S8 Program

EXHIBIT 2: REPORTING FORMATS

	New Landlord Vendors Added
	Prospect/Landlord Walk-Ins
	Prospects/Landlords Provided Phone Assistance
	Landlord Workshops Conducted
	Prospects/Landlords Briefed
	Walker Settlement Bonuses Paid
	Newsletters Emailed to Landlord Vendors

2 <u>DHA Annual Report</u> For FY20XX	Annual Expenditure of mobility financial assistance
	Agreements reached by parties
	Other information pursuant to the Agreed Judgment

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January 24, 2020

Michael M. Daniel
Laura B. Beshara
DANIEL & BESHARA, P.C.
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Re: **Change to Walker Settlement Voucher Implementation Plan 2019 (“SVIP 2019”)**
Debra Walker, et al. v. U.S. Dept. of Housing and Urban Development, et al., Cause No.
3-85-CV-1210, in the United States District Court for the Northern District of Texas,
Dallas Division (“*Walker*”)

Dear Mike and Laura,

This letter memorializes our agreement reached on January 23, 2020, regarding a proposed change to the SVIP 2019 in effect in *Walker*. As discussed and agreed among the parties, the Housing Authority of the City of Dallas, Texas (DHA) will focus its first priority for the issuance of Walker Settlement Vouchers under SVIP 2019, Part IV, Section 3 on those families with children living in R/ECAP areas, with a focus on children under the age of thirteen.

Please confirm by signing below that you, as class counsel for Plaintiffs, are in agreement that DHA may place its first priority on these types of families and that this letter supplants and supersedes anything to the contrary in SVIP 2019, Part IV, Section 3


January 24, 2020
Page 2

Respectfully,



Tate L. Hemingson
Counsel for DHA

Agreed:



MICHAEL M. DANIEL
LAUARA B. BEHSARA
Counsel for Plaintiffs

Addendum # 10

Dallas Housing Authority

Section 8 Homeownership Program

Addendum # 10
Section 8 Homeownership Program Policy

Section I. Statement of Policy

The Housing Authority of the City of Dallas, Texas (DHA), has elected to implement a Homeownership program for Families participating in the Section 8 Housing Choice Voucher Program. Administration of this homeownership program will comply with the regulations established by the U.S. Department of Housing and Urban Development (HUD) as found in 24 CFR 982.625 as well as other applicable HUD regulations and directives, DHA policy and this plan.

Section II. General

The goal of the Section 8 Homeownership Program is to expand homeownership opportunities for Families who are DHA Section 8 Housing Choice Voucher recipients. Families must meet the HUD and DHA program requirements for program participation.

Section III. Program Qualification Requirements

The program requirements for the Section 8 Homeownership voucher program are divided into four (4) categories: Family qualification, unit qualification, seller qualification and environmental qualification.

A. Family Qualification Requirements

Families must meet requirements to be certified for participation in the Section 8 Homeownership Program. DHA shall not provide homeownership assistance for a Family unless DHA determines that the Family satisfies all program requirements at the commencement of homeownership assistance for the Family. The Family must meet the HUD and DHA program requirements listed below:

1. The Family must be a participant in the Section 8 Housing Choice Voucher program.
2. The Family must be a first-time homeowner.

For a Family to be considered a "first-time homeowner," no Family member may have owned any residential property during the three years prior to the commencement of Section 8 Homeownership assistance.

The term "first-time homeowner" includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

3. The Family must meet minimum income requirements.

The Family must demonstrate the annual income (gross income, as determined by DHA) of the adult Family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. Except in the case of an elderly Family or a Disabled Family, DHA shall not count any welfare assistance received by the Family in determining annual income. In the case of a Disabled Family the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by twelve shall be used to determine minimum income requirements.

4. The Family must meet employment requirements.

One or more adult members of the Family who will own the home at commencement of homeowner assistance must be currently employed on a full-time basis (not less than an average of 30 hours per week) and have been continuously so employed during the year before the commencement of homeownership assistance for the Family.

5. The Family must not have defaulted on a mortgage securing debt to purchase a home under the Section 8 homeownership program.
6. Except for cooperative members who have acquired membership shares prior to the commencement of homeownership assistance, the Family must not have entered into a contract of sale.
7. The Family must satisfactorily complete the DHA program of required pre-assistance homeownership counseling.
8. The Family is currently enrolled in or is a successful graduate of the Family Self-Sufficiency (FSS) Program.

B. Unit Qualification Requirements

Prior to approving a contract for sale for a Section 8 Homeownership residence, DHA shall determine that the unit satisfies all the following eligibility requirements. The unit must be under construction or existing at the time the sales contract is entered. The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium. The unit must be inspected by a DHA inspector for compliance with HUD's Housing Quality Standards (HQS) and by an independent certified inspector designated by the Family. The independent inspector will inspect the major systems of the home. A copy of this inspection report must be provided to DHA within 10 calendar days from the date of the inspection. DHA shall review the inspection report within 10 calendar days of receipt. DHA shall have the discretion to disapprove a unit for assistance under the homeownership program based on negative information included in the inspection report.

C. Seller Qualification Requirements

DHA shall not commence homeownership assistance for occupancy of a home if DHA has been informed that the seller of the home is debarred, suspended, or subject to a limited denial of participation by the U.S. Department of Housing and Urban Development.

D. Environmental Qualification Requirements

As required in 24 CFR 982.626 (c), DHA shall require the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibit assistance for acquiring units in the coastal barriers resource system, and require notification to the purchaser of units in airport runway clear zones and airfield clear zones. Owners must certify that units built prior to 1978 meet lead based paint clearance requirements.

Section IV. Requirements for Family Search and Purchase

Following DHA certification of a Family as an eligible Section 8 Homeownership program participant, the Family shall have a maximum of 180 days to locate and purchase a home. DHA shall require periodic Family reports on the Family's progress in finding and purchasing a home. If the Family is unable to purchase a home within the maximum time established by DHA, DHA may grant one thirty (30) day extension. After such time the Family will be notified they are no longer eligible for homeownership assistance.

Before commencement of homeownership assistance, the Family must execute a statement of Family obligations in which the Family agrees to comply with all Family obligations under the homeownership program.

Section V. Contract of Sale

Before commencement of homeownership assistance, a member or members of the Family must enter into a contract of sale with the seller of the unit to be acquired by the Family. The Family must give DHA a copy of the draft contract of sale prior to execution. DHA shall have five (5) business days from the date of receipt to review and approve or disapprove the contract of sale prior to its execution. The contract of sale must:

- A. specify the price and other terms of sale by the seller to the purchaser;
- B. provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent certified inspector selected by the purchaser;
- C. provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- D. provide that the purchaser is not obligated to pay for any necessary repairs; and

- E. contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation in any U.S. Department of Housing and Urban Development program.

Section VI. Financing Purchase of Home

DHA will require a minimum cash down payment of 3% of the purchase price to be paid by the purchaser, of which 1% must be from the Family's personal resources. DHA will prohibit seller financing, balloon payments and variable interest rate loans.

Requirements for financing the purchase of a home to be assisted under the homeownership program include qualification of lenders (case-by-case approval). Lenders must be insured or guaranteed by the state or federal government; comply with secondary mortgage market underwriting; and comply with generally accepted mortgage underwriting standards.

Section VII. Continued Assistance Requirements and Family Obligations

A. Occupancy of Home

Homeownership assistance may only be paid while the Family is residing in the home. If the Family moves from the home, DHA will not continue homeownership assistance after the month when the Family moves out.

B. Family Obligations

While receiving Section 8 Homeownership assistance, the Family must comply with the following obligations:

1. Counseling - To the extent required by DHA, the Family must attend and complete post homeownership and housing counseling.
2. Compliance with mortgage - The Family must comply with the terms of any mortgage securing debt incurred to purchase the home.
3. Prohibition against conveyance or transfer of home - So long as the Family is receiving homeownership assistance the home may not be transferred.
4. Use and Occupancy of the home - The Family must use the assisted unit for residence by the Family. The unit must be the Family's only residence. The composition of the assisted Family residing in the unit must be approved by DHA. The Family must promptly inform the DHA of the birth, adoption or court-awarded custody of a child. The Family must request DHA approval to add any other Family member as an occupant of the unit. The Family must promptly notify DHA if any Family member no

longer resides in the unit. The Family must not sublease or let the unit.

C. Supplying Required Information

The Family must supply any required information DHA or HUD determines is necessary in the administration of the program, including information regarding annual income, Family composition and submission of required evidence of citizenship or eligible immigration status. In addition to other required information, the Family must supply any information required by DHA or HUD concerning any mortgage or other debt incurred to purchase the home; any refinancing of such debt including information needed to determine whether the Family has defaulted on the debt and the nature of any such default; information on any satisfaction or payment of the mortgage debt; any sale or other transfer of any interest in the home; or the Family's homeownership expenses.

D. Notice of Mortgage Default

The Family must immediately notify DHA in writing if the Family defaults on a mortgage securing any debt incurred to purchase a home under the Section 8 Homeownership Program. The Family is solely responsible for any foreclosure proceedings initiated as a result of a mortgage loan default.

E. Prohibition on Ownership Interest on Second Residence

During the time the Family receives homeownership assistance, no Family member may have any ownership interest in any other residential property.

F. Refinancing

Prior to initiating any refinancing of the initial mortgage, Families must receive DHA written approval. Families may refinance to take advantage of lower interest rates or better mortgage terms.

Section VIII. Maximum Term of Homeownership Assistance

A. Maximum Term of Assistance

Except in the case of a Family that qualifies as an elderly or Disabled Family, the Family shall not receive homeownership assistance for more than ten years.

B. Applicability of Maximum Term

The maximum term applies to any member of the Family who has an ownership interest in the unit during the time that homeownership assistance is provided or is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

C. Exception for Elderly and Disabled Families

As noted in paragraph A of this section, the maximum term of assistance does not apply to a Family that qualifies as an elderly or Disabled Family. In the case of an elderly Family, the exception only applies if the Family qualifies as an elderly Family at the commencement of homeownership assistance. In the case of a Disabled Family, the exception applies if at any time during receipt of homeownership assistance the Family qualifies as a Disabled Family.

If, during the course of homeownership assistance, the Family ceases to qualify as a disabled or elderly Family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a Family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.

D. Assistance for Different Homes or PHAs

If the Family has received such assistance for a different home, or from other PHAs, the total of such assistance terms is subject to the maximum term described in paragraph A of this section.

Section IX. Amount and Distribution of Monthly Homeownership Assistance Payment

A. Amount of Monthly Homeownership Assistance Payment

While the Family is residing in the home, DHA shall pay a monthly homeownership assistance payment on behalf of the Family equal to the lower of the payment standard minus the total tenant payment, or the Family's monthly homeownership expenses (as defined in paragraph D of this section) minus the total tenant payment.

B. Payment Standard for Family

The payment standard for a Family is the lower of the payment standard for the Family unit size or the payment standard for the size of the home.

DHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership program as for the rental voucher program.

C. Exception Payment Standard Area

If the home is located in an exception payment standard area, DHA will use the appropriate payment standard for the exception payment standard area.

D. Determination of Homeownership Expenses

Homeownership expenses for a homeowner may only include amounts allowed by DHA to cover:

1. principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
2. real estate taxes and public assessments on the home;
3. homeowner insurance;
4. allowance for maintenance expenses in the amount of \$500 annually;
5. DHA utility allowance for the home;
6. DHA allowance for costs of major repairs and replacements in the amount of \$500 annually; and
7. principle and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home.

If a member of the Family is disabled such debt may include debt incurred by the Family to finance costs needed to make the home accessible for such person, if such costs are determined to be costs needed for reasonable accommodation.

If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

E. Housing Assistance Payment

DHA shall pay homeownership assistance payments directly to the lender on behalf of the Family. If the lender is not amenable to this form of payment, DHA shall have the discretion to arrange alternative forms of payment. Such forms of payment will be made on a case-by-case basis.

F. Automatic Termination of Homeownership Assistance

Homeownership assistance for a Family will terminate 180 calendar days after the last housing assistance payment is made on behalf of the Family.

Section X. Portability

In accordance with 24 CFR 982.636, a Family may qualify to move outside DHA's jurisdiction with continued homeownership assistance under the voucher program. A Family determined eligible for homeownership assistance by DHA may purchase a unit outside of DHA's jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership Families. The Family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA shall determine if the financing for and physical condition of the unit are acceptable.

Section XI. Move with Continued Tenant-Based Assistance

A Family receiving homeownership assistance may move to a new unit with continued tenant-based assistance contingent upon DHA approval. The Family may move either with voucher rental assistance or with voucher homeownership assistance.

DHA shall not continue tenant-based assistance for occupancy of the new unit so long as any Family member owns any title or other interest in the prior home.

Section XII. Denial or Termination of Assistance for Family

At any time, DHA shall deny or terminate homeownership assistance for a Family for the following reasons:

- A. the Family moves without giving proper notice;
- B. DHA determines that the mortgage lender is entitled to payments due to non-payment of Family portion of the mortgage;
- C. the Family notifies the lender and DHA that it wishes to terminate assistance;
- D. any member of the Family has engaged in drug related criminal activity, or violent criminal activity as defined in 24 CFR 982.553;
- E. DHA has reason to believe a member of the Family is illegally using a controlled substance;
- F. any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program;
- G. DHA has reason to believe any member of the Family is using alcohol to such an extent that it would interfere with the health, safety, or right to peaceful enjoyment of the premises;
- H. the Family fails to comply with the Family's Family Self-Sufficiency Contract of Participation, if applicable;
- I. any member of the Family fails to sign and submit to HUD or DHA required consent form/s for obtaining information;
- J. one hundred eighty (180) days has elapsed since the last housing assistance payment was made on behalf of the Family;
- K. any member of the Family illegally uses, manufactures or possesses a controlled substance;

- L. DHA has reason to believe any member of the Family engages in or has engaged in violent criminal activity or other criminal activity that threatens the safety of neighbors, DHA staff or other persons;
- M. any member of the Family engaged in any criminal activity that resulted in a felony conviction;
- N. any member of the Family is convicted of manufacturing or producing methamphetamine on the premises of a federally assisted property;
- O. any member of the Family fails to comply with Family Obligations; or
- P. the Family defaults on the mortgage loan.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**COMMUNITY FOR PERMANENT
SUPPORTED HOUSING; CYNTHIA
CURTIS; MARY HUBBARD; IRENE
NIEMOTKA; MARGARET (“PEGGY”)
SHADDUCK; and KELLY WATERMAN,**

Plaintiffs,

V.

**HOUSING AUTHORITY OF THE
CITY OF DALLAS, TEXAS,**

Defendant.

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Case No. 3:18-cv-02030-K

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This Mutual Settlement and Release Agreement (“Agreement”) is entered into by and between Plaintiffs Community for Permanent Supported Housing (“CPSH”), Cynthia Curtis (“Curtis”), Mary Hubbard (“Hubbard”), Irene Niemotka (“Niemotka”), Margaret (Peggy) Shadduck (“Shadduck”) and Kelly Waterman (“Waterman”), and Defendant the Housing Authority of the City of Dallas, Texas, (“DHA”). CPSH, Curtis, Hubbard, Niemotka, Shadduck, Williams and DHA (collectively referred as the “Parties”) agree as follows:

1. CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman (collectively hereinafter referred to as the “CPSH Plaintiffs” or “Plaintiffs”) filed Plaintiffs’ Original Complaint (hereinafter “the Complaint”) in Cause No. 3:18-CV-2030, in the United States District Court for the Northern District of Texas, Dallas Division (the “Lawsuit”), on August 6, 2018, naming DHA, as Defendant. Defendant DHA timely answered the Complaint, and asserted a number of affirmative defenses. DHA thereafter filed a Motion to Dismiss, which was granted by the Court on April 2, 2019. Plaintiffs appealed the Court’s decision, and that appeal is currently pending before the United States Court of Appeals for the Fifth Circuit (the “Appeal.”)
2. This Agreement shall not in any way be construed as an admission of liability by any party hereto or as an admission against interest by any party. This Agreement has been acknowledged by DHA’s Board of Commissioners (the “Board”), and shall not be effective until the date this Agreement has been executed by all parties.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and will bind CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman, their shareholders, principals, officers, directors, heirs, estate, successors and

assigns and DHA, its employees, past, present and future officers to the terms expressed herein.

4. The Parties acknowledge that they are settling the Lawsuit solely to avoid the difficulty, expense and uncertainty of further litigation. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the consideration transferred herein is to compromise disputed claims, avoid litigation, and buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability on the part of DHA, the Texas Municipal League Intergovernmental Risk Pool, or any other person, entity, parties, firm, association or corporation, in privity with DHA or the Texas Municipal League Intergovernmental Risk Pool, all liability being expressly denied. The Parties further agree that this Agreement, its terms and/or the Parties' negotiations of it shall not constitute or be construed as an admission by DHA of the truth of any of the allegations made or of any liability, fault, or wrongdoing of any kind whatsoever. This Agreement or any of its terms shall not be offered as or received into evidence in any pending or future civil, criminal or administrative proceeding or action against any Party hereto in any court, administrative agency or other tribunal, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.

5. In exchange for the execution of this Agreement and dismissal of the Lawsuit with prejudice (as described and with the conditions expressed below), the Parties agree as follows:

- a. DHA agrees to make a total of five (5) Tenant-Based Vouchers ("TBV's") per year available to persons or households referred by CPSH between December 15, 2019 and December 14, 2020, December 15, 2020 and December 14, 2021, and December 15, 2021 and December 14, 2022, which amounts to a total of fifteen (15) TBV's over this three (3) year period. The parties also affirm that this Agreement does not preclude CPSH from referring additional individuals with disabilities to DHA.
- b. DHA agrees to make a request upon the U.S. Department of Housing and Urban Development ("HUD") to convert a total of five (5) tenant-based Mainstream Vouchers per year for calendar year 2020, calendar year 2021 and calendar year 2022, to project-based vouchers. This will amount to requests by DHA to HUD to allow the conversion of a total of fifteen (15) tenant-based Mainstream Vouchers to project-based vouchers ("PBV's) over this three (3) year period, and is subject to Mainstream Voucher funding availability. In the event that HUD grants one or more of DHA's requests to convert tenant-based Mainstream Vouchers to PBV's, within forty-five (45) days after receiving notice from HUD of the conversion of any such tenant-based Mainstream Vouchers to PBV's, DHA will issue a Request for Proposals ("RFP") for all such converted PBV's. The Parties agree that any such RFP will be issued in accordance with DHA's Procurement Procedures then in effect, and will require compliance with all applicable Federal civil rights and fair housing laws and requirements, including Section 504 and HUD's implementing regulation at 24 C.F.R. part 8. In addition, the Parties agree that any such RFP relating to Mainstream Vouchers converted to PBV's

will not be limited to a specific class of individuals with disabilities, except where provided under law and/or with respect to the eligibility criteria required for Mainstream Vouchers. If, however, HUD denies one or more of DHA's request to convert the aforementioned tenant-based Mainstream Vouchers to PBV's, DHA agrees to make any such non-converted tenant-based Mainstream Vouchers available to CPSH within forty-five (45) days after receiving notice from HUD of the denial of any such conversion request. Furthermore, in the event that a lack of Mainstream Voucher funding availability precludes DHA from requesting conversion of any of the fifteen (15) Mainstream Vouchers referenced in the first sentence of this subparagraph, DHA agrees to replace any of the fifteen (15) Mainstream Vouchers that it cannot make available due to lack of Mainstream Voucher funding availability with TBV's which DHA will make available to CPSH-referred persons or households.

- c. The parties agree to meet within thirty (30) days from the date this Agreement is executed to develop a plan about how to work cooperatively on the actions described in this Agreement in light of their mutual desire to increase communication between the two organizations and to discuss next steps to make the vouchers described in this Agreement available.
- d. DHA agrees to revise its Request for Reasonable Accommodation form as reflected in the attached Exhibit "A".
- e. The Texas Municipal League Intergovernmental Risk Pool, on behalf of DHA, will pay \$100,000.00 (One Hundred Thousand and No/100 Dollars) payable to Relman, Dane & Colfax PLLC (this \$100,000.00 payment and the vouchers referenced in paragraphs a. and b. above shall hereinafter be referred to collectively as the "Consideration"). This payment will be made not later than two (2) business days after all of the parties to this agreement have executed this agreement.
- f. The Parties and their counsel have jointly agreed upon a press release relating to the settlement of this case which may be transmitted to the media, and/or published on DHA's and CPSH's websites, social media, newsletters or otherwise.

6. In consideration of the above, the Parties also covenant and agree to the following:

- a. The CPSH Plaintiffs agree to follow the rules, conditions, and procedures for obtaining housing under DHA's Section 8 Housing Choice Voucher policies, federal statutes, and regulations, upon receipt of any vouchers.
- b. Upon the acceptance of this agreement, CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman forever and unconditionally release and hold harmless DHA, and their past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, the Texas Municipal League Intergovernmental Risk Pool, Gerald Bright, David Craft and Walker Bright PC, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted

by CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman or anyone claiming by, through or under CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman execute this agreement, arising out of or relating to any of the claims made by CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman in the Lawsuit and the appeal of same, including but not limited to any and all claims for or arising under the Fair Housing Act, the Americans with Disabilities Act Title II, Section 504 of the 1973 Rehabilitation Act and any other provision of law that could have been alleged in their lawsuit.

- c. Upon the acceptance of this agreement, DHA forever and unconditionally releases and holds harmless CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman, and CPSH's past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted by DHA or anyone claiming by, through or under DHA as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date DHA's authorized representative executes this agreement, arising out of or relating to any of the claims that were made or which could have been made by DHA in the Lawsuit and the appeal of same.
- d. CPSH, Curtis, Hubbard, Niemotka, Shaddock and Waterman acknowledge and the Parties agree that individuals or persons accepting any vouchers made available by DHA will remain subject to any and all of DHA's policies and procedures, HUD regulations and guidelines or any other Federal or State law, pertaining to DHA's Section 8 Housing Choice Voucher Program and/or the Mainstream Program, other than with respect to the Consideration expressed in this Agreement.

7. The Parties agree that this Agreement in no way constitutes a waiver by DHA of DHA's policies and procedures, HUD regulations and guidelines or any other action or right DHA may have under Federal or State law, other than with respect to the Consideration and the claims released herein under the conditions stated, by the execution of this Agreement.

8. The Parties further agree and acknowledge that the DHA makes no guarantee and has no control over whether the CPSH Plaintiffs and their families obtain housing other than with respect to the Consideration.

9. Upon the Parties' full execution of the Agreement, attorneys for the CPSH Plaintiffs will file with the court in the Appeal an agreed motion for dismissal and proposed order as to same and will thereby dismiss with prejudice all of the claims and causes of action in the Appeal and the Lawsuit, with the express agreement and understanding that the DHA is under no obligation under the Agreement if the Appeal is not dismissed with prejudice by the Fifth Circuit Court of Appeals. The CPSH Plaintiffs further agree not to file or refile

a lawsuit against DHA and/or any of its employees on any of the claims released in paragraphs 6b and 6c above.

10. A breach of any term of this Agreement shall give the other party the right to seek monetary damages and other relief for such breach. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees as a part of its costs.

12. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which together shall be considered one instrument. A facsimile, photocopy, or other reproduction of this Agreement or a signature on it shall be as effective as the original Agreement or signature.

13. The provisions of this Agreement are severable. If one or more provisions is determined to be invalid, illegal, or otherwise unenforceable in whole or in part, the remaining provisions, and any partially enforceable provisions, shall be binding and enforceable.

14. It is understood and agreed by each of the CPSH Plaintiffs and DHA that this Agreement is a general release, intended to be full and complete without limitation, except as expressed herein. This Agreement contains the entire agreement between the Parties relating to matters within its scope and constitutes the extent of the consideration and any other consideration for the release contained herein. The terms of this Agreement are contractual and not mere recitals.

15. Each party will bear their own costs and attorneys' fees incurred as a result of the dispute made the basis of the Lawsuit and subsequent appeal, other than as stated herein.

16. The Parties to this Agreement represent and warrant that they have entered into this Agreement of their own free will and in accordance with their own judgment and after consultation with their attorneys, and that they have not been induced to enter into this Agreement by any statement, act, or representation of any kind or character on the part of any other Party hereto, or their agents, servants, employees, representatives, attorneys or affiliated or related entities.

17. The Parties through their respective counsel have negotiated this Agreement. The Parties warrant, represent and agree that they are not relying on the advice of any other Party, or anyone associated with any other Party, as to the legal or other consequences of any kind arising out of this Agreement.

18. The Parties through their respective counsel mutually drafted this Agreement and it is the product of arms-length negotiations, and, therefore, this Agreement shall not be construed more strictly against any party (the Parties expressly waive any rule of contract construction that relates to the identity of the person(s) who drafted this Agreement or to the effect that any ambiguity would be construed against the drafting party).

19. The Parties acknowledge that this Agreement contains the entire agreement of the Parties, that all prior oral or written statements, representations, and covenants are merged into this Agreement, and that any other agreements not expressly stated herein are void and have no further force and effect. The Parties agree that the Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties.

20. This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Texas. This Agreement is performable in Dallas, Dallas County, Texas.

21. By their signatures below, each signatory hereto confirms that he/she: (a) is competent to enter into this Agreement and has read and understands this Agreement carefully and completely; (b) has been informed of his/her right to consult with legal counsel, has had ample opportunity to do so, and has in fact done so; and (c) understands and knowingly and voluntarily agrees to the terms, conditions, and waivers set forth in this Agreement. Furthermore, each signatory hereto that is signing on behalf of a corporate entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of such corporate entity, and that this Agreement is a valid and legal agreement binding on such corporate party and enforceable in accordance with its terms.

22. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

— signature pages to follow —

[The balance of this page is intentionally left blank.]

IN WITNESS OF THIS AGREEMENT, a duly authorized representative of CPSH has signed below.

Robert Sobrante

Authorized Agent and Representative of CPSH

IN WITNESS OF THIS AGREEMENT, Cynthia Curtis has signed below.

Cynthia Curtis

Cynthia Curtis

IN WITNESS OF THIS AGREEMENT, Mary Hubbard has signed below.



Mary Hubbard

IN WITNESS OF THIS AGREEMENT, Irene Niemotka has signed below.


Irene Niemotka

IN WITNESS OF THIS AGREEMENT, Margaret ("Peggy") Shadduck has signed below.



Margaret ("Peggy") Shadduck

IN WITNESS OF THIS AGREEMENT, Kelly Waterman has signed below.



Kelly Waterman

IN WITNESS OF THIS AGREEMENT, Troy Broussard, as Authorized Agent and Representative of the Housing Authority for the City of Dallas, has signed below.



Authorized Agent and Representative of the
Housing Authority for the City of Dallas

EXHIBIT A

Request For Reasonable Accommodation

This form is to be used by an individual with a disability who is applying for housing assistance or who is currently a participant in the programs administered by DHA Housing Solutions for North Texas. This form is used to request an accommodation, i.e., a change, an exception, or an adjustment to a rule, policy, practice, or service, or a modification that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

This form should be completed by the applicant/participant with a disability, unless such individual is a minor or cannot complete the form as a direct result of his/her disability. In such case, the designee of the applicant/participant or the responsible adult may complete the form.

If you need assistance in filling out this form, notify a DHA staff member for assistance. For additional information, contact the Section 504/ADA Coordinator at tel. 214-951-8348; 7-1-1 Relay Texas Assistance; or at e-mail 504/ADA@dhadal.com.

Date of Request: _____

1. Head of Household Name: _____

Date of birth: _____

Address: _____

Phone: _____

2. Name of the individual with a disability requesting the accommodation:

Date of birth: _____

Address: _____

Phone: _____

Relationship to the Head of Household: _____

3. Name of the person filling out this form, if not the individual listed in nos. 1 and 2 above:

Relationship to the individual listed in no. 2 above: _____

4. I need the following accommodation as a result of my disability (be specific about what you need without disclosing the nature and extent of your disability/medical condition):

5. *If you are requesting a live-in aide, you must answer the following questions:*

Full name of your prospective live-in aide: _____

Is your prospective live-in aide a current member of your household?

[] YES

[] NO

Note: DHA policy does not allow a current member of the household to serve as live-in aide for that household.

6. In response to a request for a reasonable accommodation, DHA may request reliable disability-related information that (1) is necessary to verify that the person has a physical or mental impairment that substantially limits one or more major life activities, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. For purposes of this verification process, provide the following:

Full name (first and last name) of 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:

Title of this doctor or other medical professional, peer support group, a non-medical service agency, or reliable third party: _____

Complete mailing address of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party:

Telephone and fax number of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party: _____

Authorization for Release of Information:

By my signature below, I authorize DHA to contact the healthcare professional listed in #6 above to verify that I, or a member of my assisted family, have a disability and need the accommodation specified above in #4, which is needed as a direct result of this disability. I acknowledge that I am a person authorized to sign this release. I understand that the information to be obtained will be kept confidential and will be used solely for the purpose of determining if the accommodation I have requested can be provided.

Name (printed):

Signature: _____ Date: _____

The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, familial status, or disability.



Transmittal Page for Completed Request for Reasonable Accommodation

This page is to be completed by the DHA staff (Intake & Recertification, Public Housing, and Housing Choice Voucher Programs) working with the Housing Applicant or Participant ("Client") requesting the reasonable accommodation. This page is for internal office use only.

Upon Client's submission of a completed RRA form, DHA staff checks that the form has:

1. All names (first and last) of Head of Household, Individual with Disability requesting the accommodation, and Healthcare Provider;
2. Client's complete and accurate mailing addresses (street number, apartment unit number, city, zip code);
3. Clear statement of the accommodation being requested (e.g., live-in aide, bathroom safety bars, an additional bedroom for medical equipment, assistance animal);
4. Complete and accurate contact information of Client's 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 (mailing address, telephone number, fax number) and this person's professional title (M.D., D.O., N.P., QMHP, others), if any;
5. Client's signature and date on the Authorization for Release of Information.

Name of the Head of Household making this request: _____

Client number: _____

Name of the individual requesting the accommodation: _____

The client requesting this accommodation is a Public Housing:

Applicant Resident

The client requesting this accommodation is a Housing Choice Voucher:

Applicant Participant Walker YES NO

Printed name and signature of the DHA staff submitting this RRA: _____

Date: _____

Include any other pertinent information that may be useful to understand this request (except specific information about the client's disability or medical condition):

EXHIBIT B

DRAFT PRESS RELEASE

Dallas, Texas, December XX, 2019-- COMMUNITY FOR PERMANENT SUPPORTED HOUSING ("CPSH") along with individual plaintiffs and DHA, Housing Solutions for North Texas (also known as the Dallas Housing Authority or DHA) today announced that they entered into a settlement agreement in a pending housing discrimination lawsuit. This settlement agreement resolves issues related to the availability of Project-Based Vouchers for persons with Intellectual and Developmental Disabilities in the operating area of DHA: Collin, Denton, Dallas, Ellis, Kaufman, Rockwall, and Tarrant Counties, and reinforces commitments of all parties to improve housing opportunities for people with disabilities.

CPSH and DHA will work together to share information and key dates about voucher availability to people with disabilities, their families, service agencies, and property owners in the Dallas/Fort Worth ("DFW") area. CPSH will be among the organizations that will refer potential voucher holders to DHA.

"This settlement between COMMUNITY FOR PERMANENT SUPPORTED HOUSING and DHA will help us move forward to offer more safe, affordable housing options to people with disabilities. We encourage property owners to invest in homes for these underserved citizens. Through this program we hope to see many more people with disabilities move into housing of their choice throughout DFW." said Robin LeoGrande, President, COMMUNITY FOR PERMANENT SUPPORTED HOUSING.

Troy Broussard, DHA President and CEO, said "This settlement is consistent with DHA's longstanding, continuing and ongoing support for affordable quality housing for persons with disabilities. DHA assists 9,541 households where one or more persons assisted have a disability. This total represents 44% of the number of households served by DHA and we look forward to increasing the number served to benefit persons and families in need of our housing services."

COMMUNITY FOR PERMANENT SUPPORTED HOUSING is a charity that creates housing options with the North Texas community for adults with intellectual and developmental disabilities and social challenges regardless of IQ, as well as educational services for these adults and their families to encourage independent living. www.txcpsch.org or rlleogrande@txcpsch.org

CPSH was represented in this matter by Relman, Dane & Colfax, PLLC, a Washington, D.C. based civil rights law firm, and by Disability Rights Texas.

DHA, Housing Solutions for North Texas provides quality, affordable housing to low-income families and individuals through the effective and efficient administration of housing assistance programs. The agency aims to create opportunities for program participants to achieve self-sufficiency and economic independence. DHA provides housing opportunities to 55,000 people through public housing developments and Housing Choice Voucher (Section 8) programs. Our mission is to provide affordable quality housing and access to supportive resources across North Texas. DHA is governed by its Board of Commissioners and the U.S. Department of Housing and Urban Development. DHA is an independent, local government entity, that is separate from the Dallas City Housing/Community Services Department. www.dhantx.com

DHA was represented in this matter by Walker Bright P.C. and Greg Mays of DHA's Office of the General Counsel.



**2024 PHA Plan
Supplemental Documents**

**Administrative Plan for the
DHA Housing Choice Voucher Programs
October 4, 2022 Compared with September 13, 2021 Policy**



ADMINISTRATIVE PLAN FOR THE DHA HOUSING CHOICE VOUCHER PROGRAMS

Effective Date: [October 4, 2022](#)~~September 13, 2021~~

Replaces last revision of: [September 13, 2021](#)~~December 16, 2020~~



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Housing Choice Voucher Program Administrative Plan

Introduction

The DHA administers a variety of tenant-based, project-based, and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Housing Choice Voucher Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 and 983 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by DHA. The Administrative Plan, hereinafter referred to as the “Plan”, covers both admission to and continued participation in the abovementioned programs.

Only DHA’s Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR §982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly, by all program staff. Issues not addressed in this document related to applicants, participants, and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars, and notices, or other applicable law.

Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the

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

2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher Program at the time an applicant leases a public housing unit, DHA will inform the applicant in writing of his/her right to apply for the program when the program waiting list opens.

B. Objectives of Section 8 Housing Choice Voucher Programs

1. DHA's objective in administering the Housing Choice Voucher Programs is to provide decent, safe, and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the number of vouchers and funding available, DHA's budget, and the availability of adequate housing.
2. The Section 8 Housing Choice Voucher Program provides participating families with greater choice of housing opportunities by subsidizing rental payments to private landlords. Through this program, DHA helps low-income families obtain quality housing within DHA's geographical jurisdiction.
3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
4. Through program administration, DHA shall:
 - a. Ensure eligibility and correct family share of rent for participating families;
 - b. Ensure Housing Quality Standards are enforced;
 - c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
 - d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
 - 1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
 - 2) All other Section 8 Housing Choice Voucher families;
 - e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
 - f. Limit occupancy of DHA's voucher families to no more than 30% of the total number of

units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

DHA affirmatively furthers fair housing and works to remove impediments to fair housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing fair housing and equal opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, participant, or landlord; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. DHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
3. Executive Order 11063;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise

Section 504 and the Fair Housing Amendments govern);

7. Violence Against Women Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA);
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;
9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

When more than one civil rights law applies to a situation, the laws will be read and applied together. DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others¹;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
9. Discriminate in the provision of residential real estate transactions;
10. Discriminate against someone because they are related to or associated with a member of a protected class; or

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

11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, DHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR §982.301
2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract.

E. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, DHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
4. All applicable fair housing information and discrimination complaint forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. DHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR §8.4
2. DHA will verify all reasonable accommodations requested through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Generally, all accommodations are re-verified during the participant's annual recertification. DHA may extend the time which an accommodation is verified, if recommended/verified by the medical practitioner.

3. A reasonable accommodation is a modification or change DHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR §8.20
4. An accommodation is not reasonable if it: 24 CFR §8.21(b) and 24 CFR §8.24(a)(2)
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of DHA's program.
5. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
7. Specific actions are described in DHA's Reasonable Accommodation Procedure (357-1.1). 24 CFR §8.4
8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR §8.21
9. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly, in plain language. 24 CFR §8.6
10. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy as listed below. There is no requirement that members with a disability be able to do these things without assistance. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. Program participants must be able: 24 CFR §§8.3 and 8.20
 - a. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in a reasonable way;

- d. To create no health, or safety hazards, and to report maintenance needs;
 - e. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. Not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. To comply with necessary and reasonable rules and program requirements of HUD and the DHA.
11. If an applicant or participant receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or participant is not obligated to accept the service, but if refusing service results in a lease violation(s), the landlord may terminate the lease and DHA may terminate assistance. 24 CFR §8.2
12. An applicant or participant who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination or withdrawal of assistance. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20
13. If an applicant or participant would prefer not to discuss the situation with the DHA, that is his/her right.

G. Denial or Termination of Assistance

DHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. 24 CFR §982.552 (2)(iv)

- 1. When applicants with disabilities are denied assistance, the notice of denial must inform them of DHA's informal review process and their right to request a review . In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an informal review is outlined in this document.
- 2. When a participant family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
- 3. When reviewing reasonable accommodation requests submitted before termination of assistance, DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If

a reasonable accommodation will meet the requirements, DHA must make the accommodation. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

H. Providing Information in Languages Other Than English for Persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
 - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of DHA speaks the language needed, the staff member will provide translation services.
 - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
 - d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III. General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance (24 CFR §985). DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy, and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. DHA operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.
 - a. Selection from the Waiting List
 - b. Rent Reasonableness
 - c. Determination of Adjusted Income
 - d. Utility Allowance Schedule
 - e. HQS Quality Control Inspections
 - f. HQS Enforcement
 - g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
 - h. FMR/Exception Rent & Payment Standards
 - i. Annual Re-certifications
 - j. Correct Tenant Rent Calculations
 - k. Pre-Contract HQS Inspections
 - l. Annual HQS Inspections
 - m. Lease-up
 - n. Family Self-Sufficiency Enrollment and Escrow
 - o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor DHA's operational procedures and practices objectively and

accurately. In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher Program actions.

3. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.
4. DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
5. DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.
6. In accordance with applicable waivers issued by HUD due to COVID-19, for any PHA with a fiscal year ending on or before December 31, 2020, HUD will not issue a new SEMAP score unless the PHA requests a that new SEMAP score be issued. HUD will instead carry forward the most recent SEMAP score on record. Period of Availability: HUD will resume issuing new SEMAP scores beginning with PHAs with fiscal year end dates of March 31, 2021.

B. Privacy Rights of Clients

1. All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD Form 9886, at admission and every recertification thereafter, in conjunction with the HUD Form 50058, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for DHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.
2. Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon DHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.
3. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).
4. Retention of files for past participants will be in accordance with DHA's Records Retention Procedure (001-3). Participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed to DHA will be

retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files are retained indefinitely regardless of participation status.

C. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher Program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;
4. Independent group residences;
5. Congregate housing; and
6. Single Room Occupancy (SRO) facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), or by approved reasonable accommodation, are not eligible types of housing in the HCV program.

D. Continuously Assisted Families

1. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR §982.203) as "special (non-waiting list) admissions".
4. When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

E. Outreach to Eligible Families, Affirmative Marketing

1. DHA reserves the right to open or close the lottery pool based on the supply of available

vouchers and applicants and in accordance with its Procedure for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

2. To reach families from all backgrounds, DHA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

F. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. DHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.
3. DHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants with accessing affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty

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

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

G. The Family Self Sufficiency Program

1. The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. For further information, see DHA's FSS Action Plan in Addendum 1.
2. 24 CFR §984 establishes the requirements for the Section 8 and Public Housing FSS Program. Section 984.303(d) authorizes a PHA to extend a family's FSS contract of participation for a period not to exceed two years upon a finding of good cause. HUD has made a determination that the circumstances surrounding COVID-19 qualify as "good cause" to extend family contracts, and FSS programs may consider this expanded definition of "good cause" as they make their determinations on each family's eligibility for an extension. The period of availability during which the PHA may extend the family's contract of participation using COVID-19 as the "good cause" ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

H. The Homeownership Program

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

I. The Project Based Assistance Program

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

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

Section IV. Admission Standards

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

A. Eligibility Criteria

1. Income Eligibility. A family is eligible for assistance under the Housing Choice Voucher Program if, at the time they receive assistance, the family meets one of the standards listed below:

- a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
 - b. Qualifies as a very low-income family (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or
 - c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 of the 1937 Housing Act (42 U.S.C.).
2. General Eligibility. DHA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:
- a. Family: The applicant must qualify and document their status as a family, elderly family, disabled family, or a single person, as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of family.
 - b. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.
 - c. Citizenship or Eligible Immigration Status: DHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a mixed family. At least one family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the family. Families must provide documents for each member as evidence of citizenship or eligible immigration status.
 - 1) United States Citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A United States passport; or
 - iii. A Birth Certificate or Certificate of Naturalization and/or other approved documentation.
 - 2) Eligible non-citizens must provide:
 - i. A written and signed declaration for each family member; and
 - ii. A signed Verification Consent Form; and
 - iii. One of the original U.S. Immigration and Naturalization Service's documents listed on the declaration form.

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

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

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

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

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's family age 18 and older. As required by Federal law, DHA shall screen to ensure that no member of the family has engaged in recent violent criminal activity that threatened the safety of the public, or in drug-related criminal activity.
2. DHA shall not approve admission of applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

3. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown in the table below. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's family who will be included on the lease:
 - a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.
 - b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or DHA personnel in the past five years.
 - c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.
 - f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five years.
4. DHA may waive the criminal history requirement for applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans, and/or disabled persons.
5. DHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Housing Choice Voucher Program.
 - a. Drug Related Eviction: DHA shall review residential history to determine if the family has lived in federally assisted housing, and deny admission if any family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within seven years of the application date. An exception may be made if the

member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.

- b. Illegal Drug Use: DHA shall deny admission to any family if there is a reason to believe that a family member uses or sells illegal drugs, or is engaged in drug-related criminal activity; or that a family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing, or manufacturing illegal substances.
- c. Conviction for Methamphetamine Production: DHA shall **permanently** deny admission to families if an adult member has been convicted for the manufacture of methamphetamine (also known as speed) in federally assisted housing.
- d. Sex Offenders: DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement as a sex offender. DHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
- e. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol, and:
 - 1) Has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if applicant is from another State; or
 - 2) Is participating in a supervised alcohol rehabilitation program.
- f. Violent Criminal Activity: DHA shall deny admission to any family if there is reason to believe that a family member engaged in any of the following acts:
 - 1) Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim); or
 - 2) Any activity involving the use of weapons against persons or property.
- g. Crimes That Threaten the Peace, Health and Safety of Others: DHA shall deny admission to any family if there is reason to believe that a member of the family has engaged in any activity that threatens the peace, health, and safety of others.

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

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

C. Debts Owed to DHA

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

D. Public Housing and Former Program Participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.
2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.
3. The following violations within the past 10 years are grounds for denial of admission:
 - a. While participating in the Section 8 Housing Choice Voucher Program, the family violated any family obligation, as set forth in 24 CFR §982.551, as amended. An exception may be granted if the family member who violated the family obligation is not a current member of the household, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.
 - b. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - c. The family must have paid any outstanding debt owed to DHA or another housing agency, as a result of prior participation in any federal housing program. See also Section IV.C. above.
 - d. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs (Residential Communities) must be in good standing under the terms of the DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
 - e. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to DHA's Program Integrity and Ethics Procedure.
 - f. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.
 - g. No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

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

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

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

B. How the Waiting List is Organized

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

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

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.
6. Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum 7. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).
2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.
3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020², agreement between DHA and plaintiff's counsel, DHA will offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

² Both documents are included in Addendum 8 to this policy.

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

D. Selection from the Waiting List

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

See next page

Working families 24 CFR §982.207 (b)(2)

DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

Student education

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.

Homeless 24 CFR §982.207 (b)(5)

DHA may adopt a preference for admission of homeless persons. [DHA may offer this preference to applicants that have been referred by DHA’s community Coordinated Access System \(CAS\).](#)

Natural disaster, government action, or DHA action

DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.

Congregate housing

DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.

VAWA

DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.

Aging out of foster care

DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.

Limited Preference for Families with Children (Mobility Demonstration Vouchers)

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

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. The final determination of eligibility is made when the applicants are selected from the HCV waiting list, and the applicants income and family composition is verified.
5. Documentation to determine eligibility includes:
 - a. All adult members of applicant families are required to sign HUD's Form 9886 Authorization to Release Information Privacy Act Notice.
 - b. Applicants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. If a social security number has never been issued for a family member, the member must obtain a Social Security Number. The parent or guardian of a child or disabled adult must sign a certification statement for each person. If a family member does not have the original Social Security card issued by the Social Security Administration, DHA will accept photo identification and verification of the number from the Social Security Office. An original award letter from the Social Security Administration can be used for this purpose. 24 CFR §5.216 exceptions to this rule are listed here:
 - 1) Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010. For these individuals, disclosure and verification documentation must be obtained that verifies the applicant's exemption status. 24 CFR §5.216(e)
 - 2) Applicant households with persons under the age of 6 that were added to the

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

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

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

E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:
 - a. are being relocated from DHA's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or because a unit that is the right size for their family is unavailable; or
 - b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or
 - c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.
2. A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above.
3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.
4. Generally, DHA will receive replacement housing vouchers to assist these families, but if the

process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 30% of the area median income (extremely low-income applicants). These applicants will be selected before other eligible applicants on an as needed basis, to ensure the income targeting requirement is met.
2. It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.
3. Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures, or owner opt outs, etc.

G. Determination of Ineligibility and Informal Review

1. DHA shall notify all applicants found ineligible for assistance, that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, applicants will be allowed to review a copy of relevant documentation regarding the determination.
 - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Vice President of Voucher Programs and/or his/her designee for an informal review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant's status has been made.
 - b. The request for an informal review must be made in writing within 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.
 - c. The Vice President of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the applicant for consideration.

- d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Vice President of Voucher Programs (or designee) will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.
 2. The Vice President of Voucher Programs or his/her designee will review matters presented by applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
 3. DHA shall not grant file reviews for matters related to:
 - a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
 - b. DHA's determination of family's unit size under DHA subsidy standards;
 - c. DHA's determination not to approve leasing a unit under the Section 8 Housing Choice Voucher Program, or approve a proposed lease;
 - d. DHA's determinations that a unit selected does not comply with HQS;
 - e. DHA's determination that a unit selected is not in accordance with HQS because of the size of the family;
 - f. DHA's refusal to extend family's voucher past the maximum time allowed under DHA policy;
 - g. DHA's determination of rent reasonableness;
 - h. DHA's schedule of utility allowances; and
 - i. DHA's decision not to approve a unit or tenancy.
 4. DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.
 5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the participant of the determination, and the reasons for the determination.
- H. Briefing and Issuance of Vouchers
1. DHA briefs all families entering the Section 8 Housing Choice Voucher Program for the first time, relocating families, and families porting into Dallas (Section 8 Housing Choice Voucher participants that transfer from another housing agency).
 2. Briefing attendance is mandatory. Applicants/participants will receive written and/or telephone notification of the date, time, and location of the scheduled briefing. Applicant

must call 24 hours prior to the scheduled briefing to reschedule. A maximum of two appointments shall be granted per applicant/tenant. Any applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an informal review. Briefings may be conducted in group sessions or individually. In limited circumstances, DHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

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

I. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood⁴ where the percentage of persons of a particular racial or ethnic minority⁵ is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.⁶
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network, and the Cole Indices are used as resources to increase the interest of private landlords within DHA jurisdiction.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher Program guidelines, fair housing, Housing Quality Standards, and other landlord-related issues. In addition, DHA conducts landlord workshops, corporate briefings, property visits, and initiates telephone contact with landlords owning housing units in low-poverty areas.
4. The methodology used in promoting de-concentration of Section 8 Housing Choice Voucher holders is outlined in the Landlord Services Procedures.

J. The Term of Vouchers

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

⁴ As that term is used by HUD.

⁵ As based on the most recent decennial census.

⁶ As based on the most recent decennial census or the most recent American Community Survey data.

4. Applicants/participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the voucher. The family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e. toll) the term of the family's voucher. Should the family be required to resume their search for housing (e.g. because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.
6. The voucher shall be withdrawn if the family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the family from completing a new application for the HCV Waiting List, when the waiting list is open.
6. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may grant extension(s) needed as a result of COVID-19 that are not described herein, even though DHA has been unable to formally amend its policy in the administrative plan. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

K. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the Portability Procedure (500-1.8). Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers

- a. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.
- b. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under DHA's budget authority, if the receiving PHA cannot absorb their voucher.
- a. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

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

2. Incoming Vouchers:

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

L. Relocation of Witnesses and Victims of Crime

DHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. DHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

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

A. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. When a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
 - a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
 - 1) The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the DHA to determine whether to approve the assisted tenancy in this unit.
 - 2) Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
 - 3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household and the owner is not living in the unit.
 - b. All new landlords may be required to provide the following documentation:
 - 1) Tax identification letter issued by the IRS or social security card.

- 2) Direct deposit agreement with voided check.
- 3) Current government issued photo ID.
- 4) IRS W-9 form with original signature.
- 5) Copy of warranty deed, or other approved deed or proof of control of the unit.
- 6) Proof of payment of real estate taxes.
- 7) Copy of management agreement (for property management companies).
- c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The duration of the lease may be no more or no less than one year.
- d. For units constructed prior to 1978, owners must either
 - 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
 - 2) attach a lead-based paint disclosure statement.
3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15
4. When the family submits the RFTA the DHA will review the RFTA for completeness.
 - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the DHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
 - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The DHA will not accept missing information over the phone but will accept some missing information via fax or email.
5. When the family submits the RFTA, the DHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
 - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the DHA will notify the family and the owner of the discrepancies.
 - b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The DHA will not accept corrections by phone but will accept some corrections via fax or email.

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

7. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is canceled/voided.

B. Housing Quality Standards and Inspections

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

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

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

4. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.

5. The family must allow DHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.

6. Modifications to Provide Accessibility

a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.

b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR

§35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

- c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. 24 CFR §100.203; Notice 2003-31

7. Family Responsibilities 24 CFR §982.404

The family is responsible for breach of the HQS that is caused by the following:

- a. Utilities that are required to be paid by the tenant are not in service;
- b. Appliances that are required to be provided by the tenant are absent or not working.
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

8. Owner Responsibilities

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

- d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.
 - e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.
9. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225
- a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six.
 - b. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling.
 - c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-base hazards in accordance with the lead base paint regulations 24 CFR §§35.1325 and 35.1330.
 - d. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report.
 - e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
 - f. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.
 - g. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age living a HCV assisted built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit.
 - h. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
 - i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the

owner and conduct a risk assessment inspection.

10. Violation of HQS Space Standards 24 CFR §982.403

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the DHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.
2. DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the landlord and family. A report for every inspection shall be prepared and maintained in the family's file in the voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.
3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, and require the defects be corrected. A copy of this notification shall be retained in the family's file. If DHA determines, as a result of the re-inspection that the landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract. If the landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.
4. Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the landlord.
5. Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an immediate threat to the health and safety of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks (window, doors, or any point of entry),
- b. Broken window or door frames,

- c. Major plumbing leaks or flooding, such as waterlogged ceiling or floor in imminent danger of falling,
 - d. Natural gas or fuel oil leaks,
 - e. Any electrical problem or condition that could result in shock or fire,
 - f. Condition that presents the imminent possibility of injury,
 - g. Obstacles that prevent safe entrance to or exit from the unit,
 - h. Absence of a functioning toilet in the unit,
 - i. Inoperable smoke detector,
 - j. No gas in unit when the unit has gas appliances or fixtures,
 - k. No running water in unit,
 - l. No electrical power in unit,
 - m. From October 1st – March 31st, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - n. From April 1st – September 30th, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),
 - o. The unit lacks hot water; or
 - p. Referrals to/from the City of Dallas.
6. If a family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Code Compliance Office.
7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will

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

D. Complaint Inspections

1. DHA shall respond to all families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.
2. Once the complaint is received, DHA shall notify the family and landlord of the complaint and give the landlord and/or family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
3. Hazards that pose no threat to the health and safety of families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.
4. Re-inspection Process: DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.

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

E. DHA-Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

F. Abatement of Housing Assistance Payment

DHA shall abate HAP to landlords for units that fail HQS when the landlord fails to make acceptable corrections within the required time frame and may take action to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program. DHA shall not abate payments to landlords for violations of HQS that are the family's responsibility. DHA shall offer housing mobility services to the family when payments to the owner are abated due to no fault of the family.

1. Mandatory Relocation of Family

- a. Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the family. DHA shall cancel the HAP contract when the family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
- b. If DHA initiates action to abate the unit, the family must move from the unit. If the family decides not to move, DHA shall terminate the assistance to the family in accordance with the HAP Contract.

2. HQS Violations Caused by the Family

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the family is not the responsibility of the landlord. DHA will terminate assistance to the family if the family fails to correct a HQS breach caused by the family member or by a guest.

The following actions constitute a family breach of the HQS:

- a. Tenant paid utilities that are not in service;
- b. Failure to provide and maintain any appliances that are to be provided by the family;
- c. Vermin infestation in the unit caused by the family's housekeeping; or
- d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility



The owner is responsible for all other HQS violations not listed in the family breach of HQS section listed above, even if the violation is a result of the family's living habits. If the family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the family from the property. (See family violation section listed above.)

The owner may choose to make repairs that result from a family's violation of the lease agreement and bill the family for the repair.

G. Screening and Security Deposit Requirements

1. DHA encourages landlords to screen all potential residents. Landlords need not accept families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units, or a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.
3. If requested, DHA will provide the landlord with the family's current address, as shown in DHA's records, and the name and address, if known, of the family's current and previous landlord.

H. HAP Execution Policies

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

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. DHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, DHA will explain the problems to the owner and

suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. DHA does provide a sample lease agreement that owners may opt to use.

I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits⁷, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA.
2. Any appliance, service, or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance, or other item.
3. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises are not acceptable.

J. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

K. Rent Reasonableness Determination

DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area.

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

DHA shall exercise this authority for all Section 8 Housing Choice Voucher tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

- a. Location and age of the unit;
- b. Unit size, including the number of rooms and square footage of rooms;
- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);
- d. The quality of the units including the quality of the original construction, maintenance and improvements made;
- e. Amenities, services, and utilities included in the rent;
- f. Availability of public transportation at or near the unit; and
- g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted through any of the following programs:

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

3. Rents Charged for Other Units on the Premises

- a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

- b. By accepting payment from DHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.
- c. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at 24 CFR §982.507, which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

- a. DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.
- b. DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.
- c. Section 24 CFR §982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the

form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

- a. The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.
- b. In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- c. Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.
- d. DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

L. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the family's share of the rent will not exceed 40 percent of the family's adjusted monthly income, DHA will execute a Housing Assistance Payment (HAP) Contract with the owner.
2. DHA shall execute HAP contracts for new admission families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.
3. DHA shall execute HAP contracts for moving families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating families on the last day of the month. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. If the family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the family will be responsible for the rent due to the landlord in one of the units (DHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).
4. DHA shall inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

M. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the landlord by the fifth of each month.
2. All HAP payments made by DHA to the landlord are deemed received by the landlord when the funds are wired by DHA to the landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the family. If the HAP contract has not been executed within 60 days of move in by the family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. DHA will not pay late fees on unpaid late fees.

No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the landlord or the HAP to be made by DHA.

DHA shall pay a late fee of \$50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made upon request from landlord, provided he/she has a policy and practice of collecting late fees from private market families residing in his/her units.

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

N. Rent Increases to Owners

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

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

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

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

O. Family Moves

1. Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

- a. Relocation directed by DHA;
 - b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;
 - c. Family need for an accessible unit to accommodate a member's disability;
 - d. Catastrophic disasters;
 - e. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;
 - f. Family size exceeds appropriate voucher size by two or more persons;
 - g. Family is moving to a neighborhood that is not economically impacted.
2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA's Vice President of Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

3. Moves within DHA's jurisdiction

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

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

conjunction with the scheduled Annual Recertification.

4. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to DHA, but not before the voucher has been issued.
5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
6. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Disability-related need, as documented by a qualified medical practitioner.
 - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
 - d. Reduction in the family's voucher size that results in the family paying excessive rent.
 - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - f. Voluntary moves after the first 12 months of occupancy.
 - g. All other moves.
7. DHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe DHA money, the family will be offered a new voucher to search for another unit.
8. At any time, DHA may deny permission to move due to the following if:
 - a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
 - b. The family does not allow DHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.
 - d. The family is verified to have committed any serious or repeated violations of the lease.
 - e. The family owes DHA or another PHA money for any reason.
 - f. DHA does not have sufficient funding for continued assistance.
 - g. The family is verified to have violated any family obligation.
 - h. For any other HUD-allowed reason.

9. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
 10. DHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify DHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.
 11. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.
- P. Owner Termination of a Participant's Lease: Grounds for Lease Termination
1. The owner may terminate the lease for lease violations at any time.
 2. The owner may terminate the lease for any other reason only after the initial period of the lease.
 3. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.
 4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.
- Q. Required Notice for Lease Termination
1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
 2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
 3. Owners must give written notice to DHA of any legal actions and are required to provide DHA with copies of all court action papers regarding program participants.
 4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies DHA with copies of all pertinent

legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.

5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
 - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
 - b. The owner can issue proper notice not to renew the Lease Agreement.
 6. The owner may not terminate tenancy for DHA's failure to pay the housing assistance payment.
- R. Change in Ownership or Property Management Company
1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.
 2. DHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

Section VII. Payment and Subsidy Standards

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

A. Payment Standards

1. DHA will establish program payment standards by balancing the competing needs of setting payment standards as low as possible to assist as the highest number of families within available funding, while still setting the standards high enough to ensure that families can find and lease housing in high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
2. DHA will monitor the effect of the payment standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will

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

4. The payment standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
 - a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
 - b. DHA shall avoid concentration of Section 8 Housing Choice Voucher families in high poverty areas;
 - c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
 - d. DHA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.
6. DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing subsidy standards. Maximum subsidy standards for an eligible family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody, between the time of application and admission will be added to the household when verification of the birth, adoption, or court awarded custody to a family member listed on the application is provided to DHA.

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

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not if the adults do not pass the criminal history screening.
4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the head of household with written notification of the determination within 14 calendar days of the family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. DHA's decision about whether or not to permit the addition of a live-in aide to a voucher household shall be based upon verification that:
 - a. The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at 24 CFR §8.3; and
 - b. A knowledgeable professional verifies that the live-in aide is needed because of the disability; and
 - c. That the individual proposed as the live-in aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the knowledgeable professional.
2. The family and live-in aide will be required to submit a certification that the live-in aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).
4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
5. Live-in aides are required to attend the annual recertification appointments with the head of household and DHA must reverify the eligibility of the household for a live-in aide in accordance with DHA's Reasonable Accommodation Procedure (357-1.1).

6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a “remaining member of a tenant/client family.”
7. The live-in aide must meet DHA’s screening criteria. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing agency in connection with any assisted housing programs.

D. Family Subsidy Standard During Program Participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher. Such additions to the family must be reported within 10 calendar days of occurrence.
2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.
3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), DHA will notify the head of household of the need to move and issue the family another Housing Choice Voucher at the termination of the family’s lease.

E. Occupancy Standards

1. Voucher size is one factor in determining the family’s level of assistance. The size of a voucher will be based upon the family/household composition.
2. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR §982.401 and 24 CFR §982.402), and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher.
3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.
 - a. At least one person must occupy each bedroom.
 - b. A maximum of two persons may occupy a bedroom or living/sleeping room.

- c. A one-person family will be issued a one-bedroom voucher.
- d. Two youth per bedroom, unless they are of different gender.
- e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.
- f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college, is considered a member of the family.
- g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.
- h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.
- i. A bedroom may be allocated for an approved live-in aide to provide continuous medical assistance to a disabled family member. Since a live-in aide is one person, no additional bedrooms will be considered for the live-in aide's family. A live-in aide must not have another residence, but rather must live in the unit.
- j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability as a reasonable accommodation. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.
- k. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

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

F. Unit Size Selected by Voucher Holder

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

The housing assistance payment (HAP) is based upon the lower of the payment standard for family unit size or the payment standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original family composition may be altered when the head of household leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the head of household permanently leaves the household.
2. If the head of household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult family member capable of assuming the head of household position, the voucher assistance will pass to that remaining family member, who will then become the head of household.
3. When the head of household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining family members, the family may designate any qualified family member as the head of household. The head of household must have

the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.
6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. An exception will be considered for the benefit of minor children where there is no eligible remaining family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as head of household, DHA may consider the addition of this adult as the head of household. The adult assuming the role as head of household must assume legal custody or kinship care of the minor children. The newly designated head of household must meet DHA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated head of household may assume permanent status as head of household if the initial head of household is unable to return to the unit and grants written authorization. In such cases, the initial head of household's claim to Section 8 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

H. Temporary Absence of Head of Household

If the head of household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the voucher HAP will be provided for a maximum of 90 days. The absent head of household's income will continue to be counted and the family will be responsible for their portion of rent to the landlord for the 90-day period. If the head of household is unable to return to the Housing Choice Voucher Program assisted unit after the 90-day period, DHA will no longer consider the absent family member the head of household and the family may utilize the provisions of Section G above.

I. Family Absences from the Unit

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

require advance approval by the owner and DHA. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.

2. Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.
3. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA may determine not to terminate the HAP contract after 180 consecutive days due to extenuating circumstances (e.g., hospitalization, extended stays at nursing homes, caring for family members). The period of availability for the extension ends December 31, 2020, and the PHA may not extend the HAP contract beyond December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

J. Separation or Divorce

1. In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which family members continue to receive Section 8 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:
 - a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or
 - b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family members of the household; or
 - c. Grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
3. DHA will not grant both parents of minor children a voucher.

K. Determination of Family Share of Housing Cost

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

- c. DHA's minimum rent of \$50.00.
 3. The actual amount of the family's contribution will be the total tenant payment (TTP) unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal TTP plus the amount by which the gross rent exceeds the payment standard.
- L. Exemption from Minimum Rent Requirement
1. Families paying the minimum rent required by DHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their family. DHA will consider the following hardships:
 - a. The family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program; or
 - b. The income of the family has decreased because of changed circumstances including loss of employment; or
 - c. A death in the family has occurred.
 2. The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested, and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

M. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 Housing Choice Voucher assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

N. Utility Allowance

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

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

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

O. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the family's total tenant payment, DHA shall issue the family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. Utility reimbursements are made using debit cards. If the value of the Utility Reimbursement is less than \$15 per month, the debit card will be reloaded quarterly, if more than \$15 per month, the debit card will be reloaded monthly.

Section VIII. Determining Income and Rent

A. Annual Income 24 CFR §5.609

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

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. See C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.3. below concerning treatment of lump-sum additions as family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. See paragraph C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

B. Non-Cash Contributions To Families

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

C. Excluded Income 24 CFR §5.609

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital

gains, one-time lottery winnings, and settlement for personal property losses (but see paragraph 5 above if the payments are or will be periodic in nature);

(See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits and veterans benefits)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution to pay tuition;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the DHA;
9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a client to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
 - d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Deferred payments of VA disability benefits that are received in a lump sum payment;
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the

developmentally disabled family member at home;

18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

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

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

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

- 1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - 2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - 3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)
 - f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
 - g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407
 - h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. 20 USC 1087 uu

Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- i. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- m. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- p. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments;
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case “Elouise Cobell et al v Ken Salazar

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

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

E. Adjusted Income 24 CFR §5.611

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

1. For All Families

- a. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.
- b. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
- c. Work-related Disability Expenses/Disability Assistance Allowance — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
- d. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included

would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- 1) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - 2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
2. For elderly and disabled families only:
- a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.
 - 1) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
 - 2) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - 3) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
3. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in Section XIII.
- F. Earned Income Disallowances (Adults with disabilities ONLY)
1. If a Voucher Client with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an

Earned Income Disallowance (EID) as described below. To qualify, a Voucher Client must qualify as a person with a disability and:

- a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies, for example) was received, it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the Voucher Client qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
 3. During the second 12 months after the date the client qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
 4. The disallowance periods described in number 2 and 3 above only occur while the resident is employed. If the client stops working, the disallowance stops and resumes again when the client goes back to work.
 5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the client first qualified for the EID.
 6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
 7. No one receives more than one EID in a lifetime.

G. Annual Recertification

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

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

3. Re-certification dates will change when a family moves.
4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.
5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.
6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however, accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.
7. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
8. If the family fails to bring and/or submit all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.

13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR §5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
15. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
16. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

H. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982. For the allowable period of availability in PIH Notice 2020-13 as a result of COVID-19 pandemic, DHA will forgo third-party income verification requirements for interim re-examinations, including the use of EIV. During the allowable period of eligibility, DHA will accept self-certification as the highest form of income verification to process interim reexaminations. The period of availability ends on December 31, 2020, or pursuant to any waivers authorized or extended by HUD and adopted by DHA.
3. Due to the COVID-19 pandemic, and corresponding widespread closing of businesses and places of employment, DHA determined to prioritize processing decreases in household income for the period from March – June 2020, including effective dates beyond this range. For most cases, increases in income were deferred during this time period to the next annual re-examination.
4. DHA will process interim changes in rent in accordance with the chart below:

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

5. If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with

⁹ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (24 CFR §5.615).

economic self sufficiency requirements.

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

8. Required Interim Redeterminations

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

9. Timing of Interim Rent Adjustments

- a. Interim rent increases will be effective 30 days after the first of the month.
- b. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.
- c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
- d. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
- e. No retroactive rent decreases will be granted.
- f. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
- g. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
- h. If the family is responsible for delays in completing an interim re-certification, DHA

may terminate assistance.

- i. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
- j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

10. Interim Changes in Family Composition

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

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

11. DHA Addresses Changes in Family Composition

- a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
- b. DHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
 - 1) Relationships consistent with DHA's definition of family
 - 2) Temporary custody of foster children
 - 3) Other family member additions (e.g. kinship care)
- c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
- d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.
- e. Failure on the part of the owner to approve an additional family member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for DHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.

- f. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
 - g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
 - h. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
 - i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.
 - j. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.
 - k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.
- I. Adjustments to Income

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

1. \$480 for each dependent;

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

J. Verification of Income, Assets and Deductions

DHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income, and deductions from income or its own procedures. See Verification Procedure (610-1.2).

K. Computing Rent 24 CFR §5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.

2. Total Tenant Payment is the highest of:

- a. 30% of adjusted monthly income; or
- b. 10% of monthly income; or
- c. Minimum Rent of \$50.

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. 24 CFR §5.634

4. Rent to Landlord

a. Rent to landlord is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be \$50 per month.

6. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: 24 CFR §5.630

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of adjusted monthly income or 10% of monthly income

Section IX. Termination of Assistance

A. Terminations of Families' Assistance Based on Program Regulations

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

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

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

3. No family member certifies to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
4. Any member of the family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by DHA.
6. Families move out of their dwelling unit without giving proper written notice to DHA and their landlord.
7. DHA determines the landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the landlord's lease by the family, and it is verified that the family has failed to satisfy any such liability.
8. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the family has engaged in drug related criminal activity or violent criminal activity as outlined in Section IV B.
12. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, or stalking.
13. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
14. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

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

DHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

B. Terminations during a Funding Shortfall

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

C. Participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

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

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

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1) the length of the relationship;
 - 2) the type of relationship; and

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

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

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

8. Emergency transfer Plan.

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

E. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. DHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section X. Informal Hearings

A. Situations in which DHA will offer informal hearings

1. An informal hearing is offered to a participating family based on DHA's decision affecting the family in the Housing Choice Voucher Program in accordance with the procedures described in this section section.
2. DHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:
 - a. the amount of the total tenant payment or tenant rent;
 - b. appropriate utility allowance;
 - c. family unit size under payment standard;
 - d. termination of assistance;
3. DHA is not required to provide an opportunity for an informal hearing to review Authority determinations:
 - a. that are administrative determinations by DHA, or to consider general policy issues or class grievances.
 - b. that a unit does not comply with DHA's Housing Quality Standards, that the owner has

failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.

- c. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
- d. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in DHA's Housing Choice Voucher Program.

4. Notice to Participant

- a. DHA shall give the participant prompt written notice of the decision made regarding the stated issues in Section X.A.2.
- b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
- c. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
- d. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
- e. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
- f. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
- g. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

5. The Hearing Officer

- a. DHA will designate a hearing officer(s) to conduct the informal hearing.
- b. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

6. Rights of the Participant

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

7. Rights of DHA

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

8. Conduct of the Informal Hearing

- a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
- b. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
- c. Participants may not re-schedule a hearing more than once.

9. The Decision

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

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

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

- a. A matter for which DHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
- b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

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

Section XI. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program. 24 CFR §982.454.

A. Determination to Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any

contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

- a. an analysis of the amount of rent paid by each family; and
- b. an analysis of the length of time each family has been participating (in succession) on the program with a correlation of the income of each family and the amount of rent paid.

DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XI.A.

C. Resumption of Assistance for Impacted Families

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

Section XII: Special Programs, Features, and Options

A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special

criteria of each program. DHA may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH) Addendum 2

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Emergency Housing Voucher (EHV) Program- Addendum 12

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

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

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

3. Family Unification Program (FUP) Addendum 3

Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent

danger of losing their child(ren) to foster care due to the lack of adequate housing, or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating families. Following admittance into the Section 8 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

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

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

4. Mainstream Housing for Persons with Disabilities

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

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

When a voucher under this program becomes available for reissue (e.g., the family initially selected for the program terminates assistance or is unsuccessful in their search

for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program, in accordance with the priorities set forth above. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of disabled families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher Program if, as the result of a rent increase no later than one year after the date of the landlord's prepayment or voluntary termination, the family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

- a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 Housing Choice Voucher or Section 23 project-based contract;
- b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.
- c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.
- d. HUD Property Disposition: HUD becomes the landlord of the property through foreclosure and is either selling or closing the property.

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

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in

assisted living facilities rather than being moved to nursing homes or other medical facilities.

7. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by disabled families. When a voucher under this housing opportunity becomes available for reissue (e.g., the family initially selected for the program drops out or is unsuccessful in their search for housing), the voucher may be used only for the next eligible disabled family on the Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible disabled families to apply. Outreach may include contacting independent living centers, advocacy organization for persons with disabilities, and medical, mental health and social service providers for referrals of persons with disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Housing Choice Voucher program, all other program requirements will apply.

8. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing at the facility is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.

B. DHA's Special Programs

1. Project-Based Program (Addendum 7)

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

- a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit landlords and social service providers to provide housing opportunities for families with special needs.
- b. Project-Based Vouchers for the Elderly at Roseland Gardens: Participants in the Project-Based Housing for the Elderly includes families originally displaced from the Roseland Homes development and other one and two person families with all members 55 years of age or older.

- c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Housing Choice Voucher units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each client household written notice of this right at the time of signing the initial lease.
 - d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.
 - e. Replacement of ACC.
2. Walker Settlement Vouchers (Addendum 8)

DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.
 3. Community for Permanent Supported Housing (Addendum 11)

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

 - a. 12/15/2019 – 12/14/2020
 - b. 12/15/2020 – 12/14/2021
 - c. 12/15/2020 – 12/14/2022
 4. Section 8 Homeownership Program (Addendum 10)

DHA shall provide homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible families in attaining homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

Section XIII. Definitions of Terms Used in This Administrative Plan

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

Area of Operation – jurisdiction of DHA as described in state law and DHA’s Articles of Incorporation: the City of Dallas and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.

Assets – cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of net family assets for assets used to compute annual income. 24 CFR §5.603

Auxiliary Aids – services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. 24 CFR §8.3

Bifurcate – to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact. See 24 CFR §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care attendant – a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.

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

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

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

Covered Families for Welfare Benefits – families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – for the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. 24 CFR §5.A

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

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent – a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR §5.603

Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR §5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3% of annual income.

Disabled Family – a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR §5.403

Divestiture Income – imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of net family assets 24 CFR §5.603 in this section)

Domestic Violence – for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity – the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR §5.A

Economic Self-Sufficiency Program – any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. 24 CFR §5.603

Elderly Family – a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR §5.403

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

Eligible Immigration Status – for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of acceptable INS document. 24 CFR §50508

Emancipated Minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.

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

Family – two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the DHA’s HCV housing; OR two or more persons who are not so related, can verify shared income or resources who will live together in the DHA’s HCV housing.

The term family also includes:

1. elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. 24 CFR §§5 and 960
2. Live-in Aides (Definition #35) may also be considered part of the applicant’s/participant’s household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.
3. foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

These individuals are household members but are not family members and have no rights as “remaining family members”.

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

Foster Adult – an adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of DHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

Full-Time Student – a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. 24 CFR §5.603

Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR §5.A

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

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – the amount of annual income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. 24 CFR §5.615(b)

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

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

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
3. Major life activities are functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
4. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
5. “Is regarded as having an impairment” a physical or mental impairment that does not substantially limit one or more major life activities but that is treated as constituting such a limitation; or
6. A physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
7. Has none of the impairments defined in this section but is treated as if having such an impairment.

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

8. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism.
Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

Kinship care – an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public

Interest Law) The primary caregiver must be able to document kinship care, which is usually accomplished through school or medical records.

Live-in Aide – a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. 24 CFR §5.403

1. A family member, can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.
2. Before admitted a live-in aide to an HCV family, DHA shall verify through a qualified medical practitioner:
 - a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
 - b. The live-in aide is needed because of the family member’s disability; and
 - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.

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

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

Medical Expense Allowance – for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. 24 CFR §5.603

Minor – a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR §5.504

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

National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR §5.504

Near-elderly family – a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to

be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR §5.403

Near-elderly person – a person who is at least 50 years of age but below 62, who may be a person with a disability. 42 USC 1437a(b)(3)

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

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

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing savings funds before maturity.

Net family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

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

Other Person Under the Voucher Client’s Control – for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. 24 CFR §5.A

Person with disabilities¹⁰ 42 USC 1437a(b)(3) – a person¹¹ who:

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

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

¹¹ A person with disabilities may be a child.

2. Has a physical or mental impairment that:
 - a. Is expected to be of long continued and indefinite duration;
 - b. Substantially impedes his/her ability to live independently; and,
 - c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

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

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

Remaining Family Member – a remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

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

Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. 24 CFR §8.3

Service Provider – a person or organization qualified and experienced in the provision of supportive services and in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person – a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent – the amount payable monthly by the family as rent to landlord. If all utilities (except telephone) and other essential housing services are supplied by the DHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the DHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance. 24 CFR §5.6

Total Tenant Payment (TTP) – calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

Uniform Federal Accessibility Standards – standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR §40. See cross reference to UFAS in 504 regulations, 24 CFR §8.32 (a).

Utilities – water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. 24 CFR §965.473

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

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

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

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

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

5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence