DELAWARE COUNTY HOUSING AUTHORITY
ADMISSION AND CONTINUED OCCUPANCY POLICY

SECTION I: ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS

1. It is the policy of the Delaware County Housing Authority (DCHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, 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), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990 (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State Laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

2. DCHA shall not discriminate because of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any Public Housing Community under DCHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

3. DCHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants. Each applicant in a particular group or category shall be treated on an individual basis in the normal processing routine.

4. DCHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988 DCHA will make structural modifications to its housing and non-housing facilities make reasonable accommodations, or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

   a. In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, DCHA is not required to:

(1) In an existing housing program, make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect;

(2) Make structural alterations that require the removal or altering of a load-bearing structural member

(3) Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level;

(4) Take any action that would result in a fundamental alteration in the nature of the program;

(5) Take any action that would result in an undue financial and administrative burden on DCHA.

A. **Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test.

2. Documents for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. The documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

3. At the point of initial contact, DCHA staff will ask all applicants whether they need some form of communication other than plain language paperwork and provide accordingly. For those applicants who are unable to read (or to read English), DCHA staff will be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. DCHA may use contract interpreters as required and bilingual DCHA staff to provide the services. Where LEP persons, so desire, they can use at their own expense, an adult interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of or as a supplement to the free language services that may be offered by DCHA. DCHA may at its discretion, choose to provide their own Interpreter in addition to the one used by the family.

   DCHA shall take reasonable steps to provide written translations of vital documents that list program rules and instructions for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of program

applicants/participants/residents. Whether or not a document (or information it solicits) is vital may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For example, applications for certain recreational activities would not generally be considered vital documents, whereas applications for housing could be considered vital. Also, fewer than 2.5% of the population served speak English less than very well.

All documents that require action from an applicant or participant shall include a statement in the languages of eligible groups reading "Important information about your housing! If you need assistance, please contact us immediately." DCHA shall take reasonable steps to provide oral interpretation of other documents as required. For LEP language groups that constitute less than 5 % of program applicants, participants or residents, DCHA will not translate written materials, but may take reasonable steps to provide oral interpretation of the written materials upon request. As with oral interpreters, DCHA will take reasonable steps to ensure competency of translators of written documents. Where legal or other vital documents are involved, DCHA shall make a reasonable effort to use certified translators.

4. DCHA has the following in plain-language accessible formats:

- Information about the application process
- The application form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

B. De-concentration Policy

Delaware County Housing Authority (DCHA) will select applicants to promote de-concentration and income mixing in its covered public housing developments. DCHA will achieve this by first determining the appropriate income levels of the current residents in the development and incomes of the census tract in which the development is located. In order to accomplish this task DCHA may skip applicants on the waiting list to select the first eligible applicant that meets the criteria required in the community in which a vacancy occurs. DCHA will also consider offering incentives to higher income applicants to encourage them to move into lower income developments.

C. Income Targeting

DCHA will provide housing to at least 30 percent of new admissions in any fiscal year to families whose income does not exceed 30 percent of median income for the area.

In accordance with the above, DCHA must give Housing Choice Voucher tenant-based assistance to more than 75 percent of extremely low income families in any fiscal year.

If the percentage of Housing Choice Voucher tenant-based assistance does not exceed 75 percent, DCHA will house 40 percent of new admissions to its Low Rent Public Housing Program.

D. Marketing

It is the policy of DCHA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in DCHA's units, availability of units through turnover, and waiting list characteristics and the Deconcentration and income mix within the community in which a vacant unit is available. DCHA will annually assess these factors in order to determine the need for and scope of any marketing efforts. DCHA Partners with the Delaware County Department of Human Services to administer a variety of "Special Needs" Programs. Currently, collaborative efforts include the Shelter Plus Care Program for homeless drug and alcohol dependent individuals and duel diagnosis individuals.

DCHA is continuing its' longstanding relationships with a variety of county agencies representing "Special Needs" populations including the mentally and physically handicapped/disabled persons with HIV and AIDS, the homeless persons in drug and alcohol treatment programs and victims of domestic violence. DCHA will continue to expand housing opportunities for these groups through referrals from advocate groups and targeting of assistance to groups in existing assisted housing programs. Case management by these advocates is an integral part of these housing opportunities. The advocates include Horizon House, Holcomb and Family, Community Services and Children and Youth Services.

E. Qualification for Admission

1. It is DCHA's policy to admit only qualified applicants.

2. An applicant is qualified if he or she meets all of the following criteria:

   a. "Is a family" as defined in Section, XVII of this policy.

   b. Heads of household where all members of the household are citizens or eligible non-citizens.

   c. Has an Annual Income at the time of admission that does not exceed the low or very

low income limits for occupancy established by the Department of Housing and Urban Development, and posted separately in Delaware County Housing Authority's offices.

The Low income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability prior to 10-1-81

The Very Low income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability after 10-1-81.

d. Provides a Social Security number for all family members.

e. Meets or exceeds the Tenant Selection Criteria set forth in Section 1.i. of these policies.

F. Waiting List Management

It is the policy of DCHA to administer its waiting list as required by the regulations.

DCHA has established site-based waiting lists for all communities.
An Applicant can apply for housing assistance on DCHA's online Housing Assistance Application located on our website at www.dcha1.org.

Applicants will be provided with basic information about available sites including location, number and size of units, if accessible units are available and unit amenities.

Applicants on DCHA waiting lists will be selected in accordance with this Admission and Continued Occupancy Policy. It is DCHA's policy to administer all waiting lists in accordance with all applicable equal housing opportunity statutes, Executive Orders, Regulations and Notices.

1. Opening and Closing Waiting Lists

   a. DCHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. DCHA's waiting list generally has remined open at all times as this waiting list is the most accurate indication of the need for affordable assisted housing in Delaware County.

   b. DCHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, have not updated their application in 12 months or cannot be reached by telephone or mail. DCHA will advise families on the Application for Housing Assistance form of their responsibility to notify DCHA when mailing address or phone numbers change.

c. If DCHA has sufficient applications to fill anticipated vacancies for the coming 12 months, DCHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.

d. Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of DCHA to house an applicant in an appropriate unit within a reasonable period of time. A decision to close the waiting list, restrict intake, or open the waiting list will be publicly announced.

e. During the period when the waiting list is closed, DCHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

2. Change in Preference Status While on the Waiting List

a. Occasionally families on the waiting list who did not qualify for a Preference at the time of application intake will experience a change in circumstances that qualifies them for a Preference.

In such instances, it will be the family's duty to contact DCHA so that their status may be recertified or, depending on application processing status, re-verified.

b. To the extent that DCHA determines that the family does now qualify for a Preference, they will be moved up on the waiting list in accordance with their Preference and their date and time of application.

3. Removal of Applications from the Waiting List

DCHA will not remove an applicant's name from the waiting list except in accordance with the following:

a. Removal from the Waiting List at the applicants' request.
b. Applicant's failure to update their application annually or at least once a year.
c. If it is determined by DCHA that the applicant submitted fraudulent information.
d. A family shall be removed from the waiting list because DCHA has determined the family is not eligible for assistance, based on criminal background, credit and housekeeping inspection.

A notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting and will inform the family how to request an informal review of DCHA's decision.

G. Processing Applications for a Unit Offer and Admission

It is DCHA's policy to accept and process applications in accordance with applicable HUD Regulations. Applications and updates submitted will be received and processed in DCHA's on-line Applicant Portal. The Applicant Portal will automatically date and time stamp all applications and updates.

All correspondence regarding applications will be sent via e-mail to those applicants providing an e-mail address.

1. Interviews and Verification Process

   a. As families approach the top of the waiting list, the following items will be verified according to DCHA's verification procedures to determine qualification for admission to DCHA's housing.

      1) Family Composition and Type (Elderly/Non-elderly)
      2) Annual Income
      3) Assets and Asset Income
      4) Allowance Information
      5) Social Security Numbers of all Family Members
      6) Information Used in Applicant Screening in accordance with Section I.G.1.c Citizenship or eligible immigration status
      7) Local Preferences
      8) Credit and criminal background

      An applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) for a family member, providing it will be supplied within 90 days from the date that the family is first offered an available unit. If a child under the age of 6 years is added to the assistance applicant household within a 6 month period to the applicant date of admission, the assistance applicant may become a participant, so long as the documentation as required in Appendix 3 of HUD Handbook 4350.3 REV-1, is provided to management within 90 calendar days from the date of admission to the program. An extension of one additional 90-day period will be granted if DCHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. If the applicant family does not produce the required documentation within the authorized time period, DCHA will impose appropriate penalties, in accordance with HUD regulations.

   b. DCHA's first choice is a written third party verification to substantiate applicant or resident claims. DCHA may also use phone verifications with the results recorded in the file, dated, and signed by DCHA staff, and, if no other form of verification is

available, applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

c. Verification of citizenship or eligible immigration status shall be carried out using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records.

2. DCHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; electronic applications will also be accepted by date and time of receipt; the determination by DCHA as to eligibility or ineligibility of the applicant; when eligible, the unit size for which eligible, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

3. DCHA will send offer for housing letter to a group of applicants to determine interest. A personal declaration form and release form will be included. Response time of ten(10) days from receipt of the letter will be required. DCHA will select applicants for housing from the computerized waiting list. Offers will be made via mail, and or telephone, e-mail.

H. The Local Preference System

1. It is DCHA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet DCHA's Tenant Selection Criteria (as defined in Section I .I) before being offered a unit.

2. Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission meet the definitions of the preferences described in Section H-5.

3. If there are no applicants on the waiting list (s) that qualify for a Local Preference, otherwise eligible non-preference families will be selected.

   DCHA will not hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with a local preference.

4. Before applying its preference system, DCHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, units in housing designated for the elderly or disabled, or income targeting limit the admission of families to those households whose characteristics

"match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with local preferences, e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool.

Factors other than the preference system that affect applicant selection for unit offers are described below:

a. When selecting a family for a unit with accessible features, DCHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

b. If no family can be found for a unit with accessible features, DCHA will allow the unit to remain vacant for ten (10) days before housing a family not needing the features subject to the procedures described in the Tenant Selection and Assignment Plan described in Section II of this policy.

   Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

c. When selecting a family for a unit in housing designated for elderly families or housing designated for disabled families, DCHA will give a preference to elderly or disabled families as described later in this section.

d. When selecting a family for a unit in a mixed population property (the property houses both elderly and disabled families) DCHA will give a preference to elderly families and disabled families .

e. When selecting a single person for a unit in a mixed population property, elderly or disabled single persons have preference over singles who are neither elderly nor disabled.

f. Any admission mandated by court order, related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the Preference System.

g. A family who is referred to DCHA through the Office of Inspector General and other Federal, State or Local law enforcement agencies for the purpose of witness protection .

h. DCHA will also offer units to existing residents on the transfer list. Some types of

transfers are processed ahead of new admissions (e.g. administrative category 1) and some types of transfers are processed with new admissions as determined by DCHA.

i. A family that is a victim of domestic abuse that is referred to DCHA by a recognized Domestic Abuse Shelter or Agency. The victim must present to DCHA a documented Protection from Abuse Order and a written referral from the shelter or Agency.

j. A family whose head or spouse is a veteran. Selection of a family of domestic abuse or a veteran family will be processed using a ratio of 1 selection for every 10th new admission. This ratio is discretionary and will be reviewed at least annually to determine its effect on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of selection.

k. A family whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

l. Results of criminal background and credit reports.

5. Local Preferences

DCHA will use local preferences in its preference system. The following preference system will be applied in the selection of applicants from the waiting list for a unit offer:

a. Local Preferences are as follows:

Points

1. Nine (9) = Jurisdiction points (living or working in Delaware County).

2. Three (3) = Working at least 20 hours a week for 90 consecutive days. The working preference shall also be available to a family if the head, spouse or sole member is 62 years old or disabled.

1) **Jurisdiction**:
Live in or work in Delaware County.

2) To receive the local employment preference the applicant family must have at least one family member, age 18 years or older, employed at the time of DCHA's offer of housing or who expect to live in the jurisdiction as a result of planned employment.

NOTE: *Planned employment means bona fide offer to work in the Jurisdiction*

as evidenced by written documentation from the potential Employer.

Applicant must be employed a minimum of 20 hours per week for the family member claiming the preference.

A family member that leaves a job after receiving benefit of the Preference will be asked to document the reasons for termination. Someone who terminates employment (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to DCHA and will have their assistance and/or offer canceled.

The amount earned from employment shall not be a factor in granting the working preference. ,

3) The following local preferences will be used in order to promote de-concentration and to meet the income targeting requirements; however, these preferences will not be assigned point values.

   a) Households that contribute to meeting income goals (broad range of incomes).

   b) Households that contribute to meeting income requirements (targeting).

4) DCHA will not give a local preference to an applicant if any member of the applicant family is a person evicted during the past three years because of criminal or drug-related criminal activity from housing assisted under the 1937 Housing Act DCHA may give an admissions preference in any of the following cases:

   a) If DCHA determines that the evicted person has successfully completed an approved rehabilitation program.

   b) If DCHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or not currently chemically or alcohol dependent.

   c) If DCHA determines that the evicted person no longer participates in any drug-related criminal activity.

5) Applicants with a local preference may accumulate a maximum of 12 points, which is the total of the assigned point values for local preferences.

6. Administration of the Preferences

   a. At the time of initial application, if a local preference is claimed DCHA will advise the family of the need to verify the claim. At the initial application interview the family will be advised to notify DCHA of any change that may affect their ability to qualify for a preference.

   b. Applicants that are otherwise eligible and are certified as qualifying for a local preference will be placed on the waiting list.

   c. Applicants that certify to a local preference at the time of initial application must be able to verify their preference status prior to the offer of unit. Applicants that cannot verify current preference status will lose their preference qualification and their standing on the waiting list.

   d. Families that lose their original local preference, but still qualify for another local preference, will be placed on the waiting list in accordance with their current preference status. Families that do not qualify for any of the local preferences will be in a lower position on the waiting list based on date and time of application.

7. Notice of Denial

   a. DCHA will provide a written notice of determination in those cases where an applicant does not meet the criteria for placement on the waiting list. This notice shall contain a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with DCHA's designee to review the determination within (14) fourteen working days from the date of the notice.

   b. If the applicant requests the meeting, DCHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate. A written summary of this meeting shall be made and retained in a file in the Housing Management Department.

   c. The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preference, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap has contributed to

DCHA's decision to deny a preference.

d. The applicant may request a hearing with the Executive Director in writing. Every effort will be made to conduct the hearing within thirty (30) days of the request. Applicant is advised that they may be represented by counsel or advocate of their choice. Persons with disabilities may request reasonable accommodations. Following the hearing, the applicant will receive a letter from the Executive Director with decision of denial or acceptance.

I. Tenant Selection Criteria

The following criteria will be used in selecting families for occupancy in DCHA's public housing communities, beyond basic conditions governing eligibility:

1. Management will consider whether the applicant has a satisfactory history of meeting financial obligations, including timely payment of rent. Outstanding judgments, collections or a history of late payment of bills may be cause for rejection.

2. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants.

3. A history of criminal activity involving drug-related crimes or crimes of physical violence to persons or property, and other criminal acts which would adversely affect the health, safety or welfare of other tenants. If any household member is currently engaged in, or has engaged in any of these criminal activities, within the past seven years, the family may be denied assistance.

4. Management may accept or deny applicants based on the criminal history in accordance with HUD regulations and with information derived from credit/criminal reporting agencies. Before denying or terminating assistance as a result of criminal background, DCHA will provide an applicant the opportunity to dispute the accuracy of the criminal background record upon a written request for a review of the criminal background information. When considering the provision of assistance to an applicant or termination of assistance to a tenant, where criminal background could affect assistance, DCHA will notify the applicant/tenant that criminal background information has been received that could potentially affect assistance and advise the client of the opportunity to dispute the information by a written request for a review of the information.

5. DCHA utilizes a third party vendor to screen applicants. The vendors software reviews an applicant's background and produces an overall score, much like a credit score, and a corresponding rental recommendation, both of which are based on a thorough and objective analysis of both the applicant's credit record, and his history of evictions/eviction filings and/or lease violations. It also takes into account longevity

of employment, and residence, ensuring a higher probability of overall resident retention. The report is accompanied by a comprehensive tenant-performance profile, a detailed eviction and lease violation history, a SSN check, landlord identification and terrorist search. A separate criminal background report is produced that does not enter in to the overall score.

Drug related criminal activity, defined by HUD as the illegal, manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Criminal activity that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DCHA(including a DCHA employee or a DCHA contractor, subcontractor or agent).

6. An applicant will be denied housing if they owe DCHA money from a previous tenancy or as a Housing Choice Voucher participant.

7. Criteria will also include documented evidence of the preceding conditions while formerly in residency as head of household or adult family member in a DCHA unit. Evidence must be documented on the individual being considered, as follows:

    a. Evidence of Rehabilitation. Evidence of rehabilitation for drug related activity could include but not be limited to verification from a reliable certified drug treatment center, stating there is a reasonable probability that the applicant will refrain from the use of illegal drugs and/or that applicant is currently complying with treatment requirements and is not currently using a controlled substance. Acceptable verification to show evidence of rehabilitation for criminal activity could be improved behavior, sustained over a period of time documented by a law enforcement officer, probation/parole officer or other court officer, also, whether the applicant has engaged in any additional criminal activity.

    b. Evidence of applicant's family participation in or willingness to participate in social service or other appropriate counseling services such as Family and Community Service Agencies and Community dispute settlement programs.

c. Evidence of the applicant's family willingness to attempt to increase family income by participating in training and employment programs in the locality.

d. *Mitigating Circumstances*: If negative information is received about an applicant, DCHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

Mitigating Circumstances: Are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both:

1) the reason for the unsuitable rental history and/or behavior; and

2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and applicant's prospect for lease compliance is an acceptable one, justifying admission.

Mitigating circumstances may overcome or outweigh information already gathered in the screening process.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, DCHA also has the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. DCHA also has the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquires will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

8. DCHA will not delay, deny or terminate a family's assistance on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and DCHA procedures.

J. Notification to Applicants

a. Where a determination is made that an applicant is eligible and satisfies all requirements for admission, including the tenant related criteria, the applicant shall be notified of the approximate date of occupancy insofar as that date can be reasonably determined.

b. Where a determination is made that an applicant is ineligible for admission to a development, the applicant shall be promptly notified of the basis for the determination in accordance with Section I. I.7 and the applicant shall be provided An opportunity to dispute the determination in accordance with section I.I.7.

c. Notice to the Applicant

The notice to the applicant advising of applicant's ineligibility for admission to a project shall state:

(1) The basis for the denial.

(2) The applicant's right to an informal hearing.

(3) That the applicant must request the informal hearing within fourteen (14) days of the date of the notice.

(4) The name of the person to whom the request for the informal hearing should be made and how the request may be made by the applicant, such as by telephone, written notice, facsimile or email.

(5) That if an informal hearing is requested, the applicant will be provided with copies of all documentation that was considered in the denial of the application with the exception of their credit report. Which can be obtained, by the applicant, prior to the informal hearing

(6) That the applicant has the right to be represented by counsel, at applicant's expense, at the hearing.

(7) That the applicant has the right to contest the denial for public housing and show that the denial was in error.

(8) That the applicant has the right to present witnesses and other evidence in support of the applicant's position and question any witnesses who appear on behalf of DCHA.

d. Informal Hearing

If the applicant requests an informal hearing, every effort should be made to hold the hearing within thirty (30) days of the date of the request. Applicant shall be notified in writing of the time, date and place of the hearing.

(a) The informal hearing shall be held before the Executive Director or his designee.

(b) Promptly following the hearing, but no later than 10 days thereafter, a decision shall be rendered in writing and sent to the applicant. The decision shall be based upon the material presented at the informal hearing and shall explain the reasons for the determination made and the evidence relied on.

K. Occupancy Standards

1. The following standards will determine the number of bedrooms required to properly accommodate a family of a given size (except that such standards may be waived when at DCHA's discretion to achieve or maintain full occupancy of the developments):

Number of Bedrooms	Minimum Persons	Maximum Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

2. DCHA will take reasonable steps to ensure that an accessible unit will first be offered to a current occupant of another unit of the same community, or comparable community under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features. If no such occupant exists, then the unit will be offered to an eligible qualified applicant on the waiting list with a disability requiring the accessibility features of the vacant unit. However, after ten days (10), if there is not a qualified tenant or applicant in which to offer the accessible unit, then the unit will be offered to an applicant not having a disability requiring the accessibility features of the unit. In this case DCHA will require the applicant to agree, in writing, to move to a non-accessible unit when available.

3. Families who request a larger unit due to Medical reasons or reasonable accommodation must be able to verify the reason for the request.

4. An unborn child will be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In assigning a unit DCHA will also consider a child who is temporarily away from the home due to placement in foster care. If DCHA offers a unit with accessible features to a non-disabled person, because at that time, no qualified applicant or tenant required that unit, DCHA will require the non-disabled person to move to a non-accessible unit if the unit features are needed by a disabled person either on the waiting list or residing in a public housing unit.

5. A live-in aide shall be assigned a bedroom, unless the disabled or elderly family agrees to accept a smaller unit.

SECTION II: TENANT SELECTION AND ASSIGNMENT POLICIES:

09/10/2026~~09/25/2025~~

It is DCHA's policy that each applicant shall be assigned his/her appropriate place on a site-based waiting list in sequence based upon date and time the application is received, suitable type or size of unit, and local preferences all of which are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations and requirements. Exceptions to the county wide and site based waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity. The plan for selection of applicants and assignment of dwelling units assures equal opportunity and nondiscrimination on grounds of race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap..

Under this plan each qualified applicant first in sequence on the waiting list will be made one offer of a unit of appropriate size and will have twenty-four hours (24 hrs.) after seeing the unit to accept or reject the offer. When there is more than one unit available of the appropriate size and type, DCHA will offer the unit that has been ready for move-in the longest. If the applicant rejects the offer of the unit he/she will be placed at the bottom of the waiting list. However if an applicant rejects a second offer of a unit he/she will be removed from the waiting list.

Once selected for a DCHA public housing program, applicant will be removed from all other public housing lists.

If an applicant is willing to accept the unit offer but is unable to move at the time of the offer and presents to the satisfaction of DCHA clear evidence or good cause that acceptance of the offer of a suitable size unit will result in undue hardship, the applicant's name will not be placed at the bottom of the waiting list.

There are two types of "good cause" refusals of unit offers under which an applicant would not be dropped to the bottom of or off the waiting list. The first example is when an applicant is willing to move but is unable to do so at the time of the unit offer (e.g., the applicant is in the hospital or is serving on a sequestered jury). The second type of good cause refusal occurs when an applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. Examples of this hardship include the following:

1. A unit is not ready for move-in at the time of the offer of housing. Applicant should be offered the next unit that is ready for move-in.

2. Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, to the extent that accepting the unit offer would require the 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.

3. The family demonstrates to DCHA'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, or risk assessment related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

4. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.

5. The unit is inappropriate for the applicant'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.

6. The unit has lead-based paint and the family includes children under the age of six.

7. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The applicant should be able to document that the hardship claimed is good cause for refusing an offer of housing. If good cause is verified, the refusal of the offer will not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

DCHA will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

SECTION III: ELIGIBILITY FOR CONTINUED OCCUPANCY AND REMAINING FAMILY MEMBER:

A. Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family or the remaining member of a tenant family as defined in this policy. A live-in-aide is not considered a remaining member.

2. Income does not exceed the income limit applicable for that size family. However, DCHA may not refuse to renew a lease unless it has identified, for possible rental, by the family, a decent, safe and sanitary housing unit of suitable size which is available without requiring the family to pay more than thirty percent (30%) of their monthly income as rent.

   Additionally, HUD has established an income limitation for continued occupancy under the Housing Opportunity through Modernization Act of 2016. The law requires that after a family's household income exceeds 120 percent of the area median income

(AMI) for two consecutive years, DCHA must charge the family a monthly rent equal to the applicable Fair Market Rent. (FMR).

When DCHA determines through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, DCHA will document that the family's income exceeds the threshold and note in the tenant's file to compare it with the family's income a year later. If the family's income continues to exceed the over-income limit, DCHA must provide written notification to the family. The notice will 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 limit for the next 12 consecutive months, the family will be subjected to a higher rent. If the initial over-income determination was made during an interim reexamination, DCHA must conduct a second interim income reexamination on that date one year later. If the family's income is no longer over the income limit, the family is no longer subject to these provisions (not applicable to low income housing tax credit programs).

3. Are in full compliance with the resident obligations and responsibilities as described in the DCHA's Residential Dwelling Lease.

4. Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status.

5. Remaining family members 18 years of age or older will be responsible for arrearages incurred by the former head or spouse.

B. Community Service Requirements

The Quality Work Responsibility and Housing Act (QWRHA) requires each adult residing in a Delaware County Housing Authority's Low Rent Public Housing unit to contribute 8 hours of community service per month to the community in which the family resides. Exempted are those residents who are employed, elderly, disabled, participating in the economic self-sufficiency program, excluded from the states work requirements, or enrolled in a qualifying state program.

Non-Compliance of Family Member:

- At least thirty (30) days prior to annual re-examination and/or lease expiration, DCHA will begin reviewing the exempt or non-exempt status and compliance of family members.

- If DCHA finds a member to be noncompliant, DCHA will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.

- The lease will not be terminated during that 12 month period. However, if any adult member of a household fails to satisfy the required hours per month, their lease will not be renewed after its 12 month period has expired.

- If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.

DCHA will notify residents that they are in non-compliance and that the lease will not be renewed unless the non-compliant resident enters into a written agreement with DCHA to comply and complete the requirement. If the family member no longer resides in the household, the family must provide written, satisfactory, verification to DCHA of the member's whereabouts.

Tenant Self Certification: DCHA will accept a tenant's signed self-certification of compliance with the community service requirements. However, DCHA will review a sample of the self-certifications and validate their accuracy with third party verification to ensure compliance.

For recommended community service activities, please refer to the Community Service and Self-Sufficiency Requirement (CSSR) policy.

SECTION IV: RENTS

A. **Minimum Rent to Income Ratio:**

The rent for any dwelling unit shall not be less than $50.00 or 10% of the monthly income of the family occupying the dwelling unit.

B. **Maximum Gross Rent to Income Ratio:**

The rent for any dwelling unit shall not exceed thirty (30%) of the monthly adjusted income or the flat rent established for the specified bedroom size as defined in Section XVII, Definition of Terms. Flat rents (Exhibit B) will be reviewed annually. Residents paying flat rents will have their rents adjusted annually in the case of an increase or decrease due to the Fair Market Rent adjustment.

Residents will be given a choice to pay a flat rent, or a rent that does not exceed thirty (30) percent of income.

C. **Notification to Families of Right to Minimum Rent Hardship Exception**

DCHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30 percent of monthly adjusted income, 10 percent monthly income or minimum rent.

DCHA notification will advise families that hardship exception determinations are subject to DCHA review and hearing procedures.

DCHA will review all family requests for exception from the minimum rent due to financial hardship.

All request for minimum rent hardship exceptions are required to be in writing.

Suspension of Minimum Rent

DCHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until DCHA determines whether the hardship is:

- Covered by statute
- Temporary or Long Term

"Suspension" means that DCHA must not use the minimum rent calculation until DCHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent. If DCHA determines that the minimum rent is not covered by statute, DCHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If DCHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactive to the time of suspension.

DCHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

D. **Notification to Families of Right to Switch from Flat Rent to Income-Based**

A family that is paying a flat rent may at any time request a switch to payment of income-based rent before the next annual option to select a type of rent if the family is unable to pay the flat rent because of financial hardship.

If DCHA determines that the family is unable to pay the flat rent because of a financial hardship, DCHA will allow the requested switch to an income-based rent. The determination will be based on but not limited to the following situations:

1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;

2. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items.

E. Family Income Limitation- Over Income (OI)

HOTMA was signed into law on July 29, 2016 (Public Law 114-201, 130 Stat. 782); section 103 of HOTMA amends section 16(a) of the United States Housing Act of 1937 (42 U.S.C. 1437n(a)) (1937 Act) and establishes an income limitation for continued occupancy in public housing. The law requires that after a family's income has exceeded 120 percent of the area median income (AMI) (or a different limitation as may be established by the Secretary) for two consecutive years (the "grace period"), a PHA must terminate the family's tenancy within 6 months of the second income determination or charge the family a monthly rent equal to the 2 greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations. For purposes of this document, the income limit established by HOTMA will be referred to as the "over-income limit."

Over-income (OI) limit: set by multiplying the very low-income level for the applicable area by a factor of 2.4, a limit equal to approximately 120% of the AMI. OI procedures are triggered by annual or interim reexaminations. During the reexamination, if the family is determined to be OI, the OI notification process begins. Over-income (OI) family: families whose income exceeds the OI limit, including families during the grace period or before program termination or execution of a non-public housing over-income lease. These families retain all of their rights and obligations as public housing program participants.

Falling below OI limit: If DCHA determines (in an interim or regular reexamination) that a family's income has fallen below the OI limit at any time during the 24-month grace period the family will remain public housing program participants and return to regular income reexamination periods. If the family becomes OI again, DCHA will begin a new 24-month grace period.

DCHA must give OI families 3 notices, each within 30 days of the income examination that

determines the family is, or remains, OI: at the initial determination of OI status, following the reexamination at the conclusion of the 1st 12 months of the grace period, and at the conclusion of the 24-month grace period. All notices must be provided in writing. All notices will provide information on the family's right to a grievance hearing.

DCHA Policy:

DCHA will terminate the tenancy of the family no more than 6 months after the final notification.

Reporting: DCHA must submit a report annually that specifies: • The number of OI families residing in DCHA's public housing as of the end of the calendar year. This report will be pulled by HUD via the form HUD-50058. • The number of families on the waiting lists for admission to public housing. This information will be submitted through the Operating Fund Web Portal beginning January 1, 2024.

SECTION V: LEASING OF DWELLING UNITS

A. A lease agreement shall be executed by the head of the household and a spouse or unrelated partner of the head of household or co-heads of household (if applicable) of the family accepted as tenants, and by the Property Manager who has been delegated to sign leases on behalf of DCHA, except in the case of a tenant employee or an employee's family member, where the Director of Housing Management is required to sign.

B. If a tenant family transfers from one dwelling unit to another, a new lease shall be executed for the dwelling to be occupied.

C. 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:

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

   All copies of such riders or insertions are to be dated and signed by the Resident and by Property Manager or other authorized representative of DCHA.

D. 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.

E. All persons listed on the most recent certification form and the Lease must use the dwelling unit as their sole residence.

F. When a resident requests approval to add a new person to the Lease, DCHA will conduct pre-admission screening of any proposed new adult member to determine whether the DCHA will grant such approval.

G. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission of DCHA to add children other than those born to, adopted by or awarded by the court to the family.

H. Examples of situations where the addition of a family or household member is subject to screening are:

1. Resident plans to be married and requests to add the new spouse to the lease;

2. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;

3. A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.

I. Residents who fail to notify DCHA of additions to household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without DCHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

J. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DCHA premises that would be a lease violation.

- Visits of less than five (5) days need not be reported to or approved by the Property Manager.
- Visits of more than five (5) and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the Property Manager.
- Visits of more than 14 calendar days shall be authorized by the Property Manager with advance documentation of extenuating circumstances.
- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

K. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

L. Residents will not be given permission to allow a former resident of DCHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

M. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.

- The resident shall report the move-out within 10 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as a new applicant households for placement on the waiting list and/or meet the required screening criteria.

N. Residents must advise DCHA if they will be absent from the unit for more than 14 days. Residents shall:

1. Notify the Property Manager;
2. Secure the unit; and
3. Provide a means for DCHA to contact the resident in an emergency.

Failure to advise DCHA of an extended absence is grounds for termination of the lease.

O. When offering units, DCHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the Property Manager of the property will contact the applicant to set up a date to show the unit.

P. Once the unit is shown and the applicant accepts the unit, the Property Manager will execute a lease.

Q. No Lease will have an effective date before the unit is ready for occupancy.

R. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

- Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

Section VI: TERMINATION OF LEASE BY RESIDENT

A. Residents are required to sign a twelve (12) month lease and remain in the property for the duration. However, if for any reason other than death, a resident should desire to terminate the lease during the first year, they will be required to pay the rent for the remaining months.

Resident must submit a written thirty (30) day notice of intent to vacate in accordance with the Residential Dwelling Lease to the Property Manager. The 30 day notice must be submitted prior to the end of the month and the last month's rent must be paid in full. An adjustment will be made at move-out for the balance. Example: if a resident indicates that he/she will be vacating the property on the 15th of the month, and provides a notice by

the 15th of the previous month, the resident will still be required to pay the full month's rent for the month they are vacating, however; the resident will receive a credit at move-out. Failure to submit the proper notice will result in forfeiture of security deposit except in the case of death. In that case, a family representative should contact the Property Management immediately to discuss arrangements to vacate the unit.

B. A pre-inspection will be conducted by maintenance staff or the Property Manager no later than ten (10) days prior to move-out. Management will provide resident with notice in accordance with the Residential Dwelling Lease.

C. A final inspection will be conducted on the day of move-out by the Maintenance or Property Manager. The inspection should be conducted with the resident or their designee. If resident refuses to be present for the inspection, this should be noted on the resident signature line. Once the inspection is completed, both parties must sign and a copy should be given to the resident. All keys must be turned over to DCHA personnel at the end of the inspection. The move-out inspection should be completed using the same form used at move-in.

SECTION VII: RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION

A. The re-examination process will be conducted through the on-line Resident Portal. DCHA shall re-examine the income and composition of all tenant families at least once every twelve months, and determine whether the family's unit size is still appropriate, with the exception of those families who choose to pay a flat rent. Families choosing to pay flat rent will be required to have a re-examination of income every three years and a re-examination of family composition annually. Families will be asked whether any member of the household is subject to a state lifetime sex offender registration program in any state. DCHA will verify this information using the Megan Law National Sex Offender Database and/or other official federal state and local resources. If the recertification screening reveals that the tenant has falsified information or otherwise failed to disclose information during recertification, DCHA will pursue eviction. Families must provide true and complete information to DCHA whenever information is requested. DCHA's verification requirements are designed to maintain program integrity. DCHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family compositions are explained below. DCHA will obtain proper authorization from the family before requesting information from independent sources. All information obtained by DCHA will be confidential. After consultation with the family and upon verification of the information, DCHA shall make appropriate adjustments in the Total Tenant Payment and Tenant rent.

Streamlined Annual Reexamination for Fixed Incomes--provides for an income determination for any fixed source of income in a household, even if an individual or other family member also has a non-fixed income source. Upon admission to a program, third-party verification of all income amounts must be obtained for all family members and the fixed-income must be re-verified and determined every three years. This provision states

that an interim streamlined income determination would take place in order to apply COLAs and/or interest-rate adjustments, obtained by either a public source or from tenant-provided third-party verification.(Not applicable to low income housing tax credit program.)

DCHA will accept a family's declaration that it has total net assets equal to or less than $50,000, without taking additional steps to verify the accuracy of the declaration. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to $50,000. The total amount of the expected income from assets will be the family's "final asset income". All family members 18 years of age and older sign the family's declaration of total assets. DCHA will obtain third party verification of all family assets upon a family being admitted to the program and then again at least every 3 years.

B. DCHA will continuously monitor for criminal activity and take steps to immediately act if information is found that could result in termination of tenancy. To comply DCHA will run a cri8minal background check at annual recertification for all household and non-household members 18 year of age and older. DCHA will terminate assistance for households if individuals within the households:

a. Engage in illegal drug use or have a pattern of drug use that threatens the health, safety or peaceful enjoyment of the property
b. Have been convicted of production of methamphetamine in Federally-assisted housing
c. Are engaged in drug-related criminal activity
d. Are engaged in violent criminal behavior; or
e. Are abusing alcohol

C. Methods of Verification and Time Allowed

DCHA will verify information through the four (4) methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

DCHA will allow two (2) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method. DCHA will document the file as to why third party written verification was not used. Verifications may not be older than 120 days from date of receipt.

1) Third-Party Written Verification

Third-Party verification is used to verify information directly with the source. Third-

party written verification forms will be sent and returned via first class mail, e-mail, scan or fax. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third-party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances.

DCHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Delaware County Office of Assistance
- City or County Courts

DCHA will send requests for third party written verifications to the source at all times regardless of whether the family provides a computerized printout with the exception of Unemployment Compensation. The Board of Unemployment Compensation charges a fee to verify income third party. It is DCHA's policy not to pay a fee for third party verification and will accept the Determination Notice that is sent to the resident from the Unemployment Compensation Board.

2) Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, DCHA will compare information of documents provided by the family. If provided by telephone, DCHA must originate the call.

3) Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third-party within (4) weeks, DCHA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied,

staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.

DCHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs (three (3) months of stubs)
- Computer print-outs from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification
- DCHA will accept faxed documents and photo copies

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the DCHA will utilize the third party verification.

4) Self-Certification/Self-Declaration

When verification cannot be made by third-party verification of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

Each tenant family is to be notified in writing within thirty days of any changes required in rent or unit occupied and any misrepresentation or Lease violation revealed as a result of the re-examination and the corrective action to be taken.

D. Form HUD-9886 [24 CFR 5.230(b)(1), (b)(2), (c)(4), and (c)(5); Notice PIH 2023-27]

All adult applicants and tenants must sign form HUD-9886, Authorization for Release of Information. All adult family members (and the head and spouse/cohead regardless of age) are required to sign the Form HUD-9886 at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886 be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886 at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886 will not be submitted to the PHA except under the following circumstances:
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- When any person 18 years or older becomes a member of the family.
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

PHA Policy

Family members turning 18 years of age between annual recertifications are required to sign the required Consent to the Release of Information Form HUD-9886 at the family's next annual or interim reexamination, whichever is earlier.

The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA must deny admission to applicants and terminate the lease of tenants [24 CFR 5.232(a)]. The family may request a hearing in accordance with the PHA's grievance procedures. However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to

the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

PHA Policy

The PHA has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with PHA policy.

SECTION VIII: SPECIAL RE-EXAMINATION OF RESIDENT

A. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination of income and rent will be made and a special re-examination scheduled every sixty days until a reasonably accurate estimate of income can be determined. The resident will be notified in advance as to the date of the special re-examination (s). Special reexaminations 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 lease holder.

B. Persons reporting zero income will have their circumstances examined every sixty (60) days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items. All regular monetary contributions will be counted as household income.

SECTION IX: INTERIM ADJUSTMENT OF RENT

A. Rent will be adjusted when the family's income increases by $200.00 or more per month or composition changes.

B. Tenants are required to report all changes in income and/or family composition to DCHA within ten (10) days of the occurrence of such change.

C. Tenant will be notified in writing of any resultant rent adjustment, and such notice will state the effective date of such adjustment. In a case of a rent decrease, the adjustment will

become effective on the first day of the first month following the reported change in circumstances, provided that the tenant has timely reported such change. Increases in rent will be effective the first day of the second month following the reported change, provided that the tenant has timely reported such change.

D. If the Authority determines that the tenant has misrepresented the facts upon which the rent is based under Sections VII, and VIII increases in rent may be made retroactive to a date that DCHA will determine.

E. Families who owe money to DCHA due to program fraud will be required to repay in accordance with the guidelines in the Lease Agreement.

F. If a family owes an amount that equals or exceeds $5,000.00 as a result of program fraud, the case may be referred to the Inspector General. Where appropriate, DCHA will refer the case for criminal prosecution.

SECTION X: TRANSFERS

A. Transfers to other dwelling units shall be made without regard to race, color, religious creed, ancestry, national origin, age, handicap or disability, sex, familial status, affectional or sexual preferences, political or union affiliation, or an individual's use of a guide or support animal because of blindness, deafness or physical handicap. Transfers may be made with regards to sex, when the sex of a resident is a bona fide qualification.

B. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

C. DCHA has two types of transfers:

- Administrative - Category 1, and
- Administrative - Category 2.

D. Resident Transfer Criteria:

1. **Administrative Transfers - Category 1**:

   Administrative transfers are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by DCHA. These transfers within sites or between sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of serious or life threatening nature or based on documentation provided by a law enforcement agency, provide housing options to residents who are victims of hate crimes or to protect members of the household from attack by the criminal element in a particular property or neighborhood, also to permit modernization of unit or permit a family that requires a unit with

accessible features to occupy such a unit. These transfers shall take priority over new admission.

Requests for medical transfers under Category 1 will be made to the Director of Housing Management. The Resident will provide the Director of Housing Management with the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within a resident's area. Medical transfers may also be initiated by DCHA (e.g., moving a person with mobility problems to a unit with accessible features).

2. Administrative Transfers - Category 2:

These transfers within sites or between sites may be made to correct occupancy standards (over/under housed conditions), to correct and avoid concentration of the most economically and socially deprived families, and to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not take priority over new admissions.

Category 2 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

a) Residents in an over/under housed status will be advised that a transfer is needed and that the family has been placed on the transfer list.

b) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is three (3) years of age. After age three, a Category 2 administrative transfer will be needed. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and in DCHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, DCHA's prior approval of additions to the household is required.)

c) Split-family transfers will be processed under this category of administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant unit. Such transfers will not be prioritized and will be handled in a manner that best benefits DCHA.

3. Residents will be considered for transfer if they:

   a) have not engaged in criminal activity that threatens the health and safety of residents and staff;

   b) do not owe back rent or other charges, or evidence a pattern of late payment;

   c) meets reasonable housekeeping standards and have no housekeeping lease violations.

   d) Exceptions to the good record requirements may be made for Administrative Category 1 transfers or when it is to DCHA's advantage to move forward with the transfer.

4. Residents may be denied a transfer due to the following:

   a) Poor housekeeping habits as documented in tenants file.

   b) Poor rent paying record

   c) Refusal to keep an agreement on repayment of back charges.

   d) Addition of family members to the household for the sole purpose of acquiring a larger unit. (i.e., a request to add additional family members to a household after receiving a notice to transfer.)

   e) Social behavior problems such as families inability to get along with neighbors, reports from police of numerous neighborhood disturbances, any criminal activity, drug abuse and alcohol abuse that threatens the health and safety of the community.

5. Residents shall bear the cost of transfers with the exception of transfers due to modernization, where DCHA will pay all costs in accordance with the Uniform Relocation Act which includes:

   a) The cost of a moving van for relocation

   b) The transfer fee for all utility services

   c) Transfer fees for cable television service, internet and telephone service.

6. The Property Manager and/or the Leasing Agent has the responsibility to obtain and document all pertinent information relative to a request for transfer:

SECTION XI: UTILITIES

A. In some of DCHA's developments residents pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by DCHA in consultation with the utility consultant and reviewed by HUD.

B. Utility Reimbursement is the amount if any, by which the utility allowance for the unit exceeds the TTP for the family occupying the unit.

1. Application of Utility Reimbursement. It is Delaware County Housing Authority's policy that any tenant entitled to a utility reimbursement be granted the opportunity to offset any debt incurred on their account by applying their utility reimbursement.

C. **Resident-Paid Utilities**

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments.

1. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

2. Ability to Get Utilities Connected - If a resident or applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to another site or unit or that an applicant cannot be admitted to a unit with resident-paid utilities.

3. Payment Requirements-Resident Paid Utilities - Paying the utility bill is the resident's obligation under the DCHA's lease. Failure to pay utilities is grounds for eviction.

SECTION XII: EVICTIONS

(i) No tenant shall be given a notice to vacate without being advised in writing by DCHA the reason for the eviction, and given an opportunity to make such reply or explanation as he or she may wish. The tenant will have fifteen (15) days from the date of notice to request such meeting either orally or in writing except in cases involving violent or drug-related criminal activity where no informal conference is required.

(ii) A written record of every eviction shall be maintained by DCHA and shall contain the following information:

1. Name of tenant and identification of unit occupied.

2. Date of notice to vacate.

3. Date when the tenant responded to the eviction notice.

4. Specific reason for notice to vacate. For example, if a tenant is being evicted for undesirable actions, the records should detail the actions which resulted in the determination that eviction should be instituted.

5. Date and method of notifying tenants, with summary of any conferences with a tenant, including names of conference participants.

6. The Tenant is entitled to discuss and resolve any grievance with DCHA through the Grievance Procedure, except in cases involving violent or drug-related criminal activity. A copy of the Grievance Procedure is posted in the Management Office.

SECTION XIII: VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Act of 2005 (VAWA) prohibits victims of domestic violence, dating violence, sexual assault or stalking, as well as members of the victim's immediate family, from being denied housing or from losing their HUD assisted housing as a consequence of domestic violence, dating violence or stalking (a) DCHA will provide notice to tenants of their rights and obligations under VAWA. (b) Certification of Domestic Violence, Dating Violence or Stalking (1) DCHA will provide tenants the option to complete the HUD form 91066. The certification form will be made available to all eligible families at the time of admission or, in the event of a termination or start of an eviction for cause proceeding, the certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days. DCHA may extend this time at its discretion. (2) In lieu of the certification form or in addition to it, DCHA will accept, a federal, state, tribal, local police or court record. Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney or medical professional from whom the victim has sought assistance in addressing domestic, dating violence or stalking, or the effects of the abuse in which the professional attests under penalty or perjury under 28 U.S.C 1746 their belief that the incident or incidents are bona fide incidents of abuse and the victim has signed and attested to the documentation. (3) In order to mitigate risks, DCHA will work with the tenant to make acceptable delivery arrangements for delivery of the certification form to the office.

(c) Confidentiality of Information

The identity of the victim and all information provided to DCHA relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence and will not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is, requested or consented to by the individual in writing, required for use in an eviction proceeding or otherwise required by applicable law.

DCHA will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

All tenants will be required to sign the VAWA Lease addendum, form HUD-91067.

SECTION XIV: PETS:

A. Resident's residing in all communities or buildings must register pets with DCHA prior to the pet being brought into the community or building.

B. DCHA does not discriminate against an individual because of use of a guide or support animal because of blindness, deafness or physical disability. Any person with a disability has the right to keep an assistant/support animal in a unit, whether they are living in an elderly or family development. Assistant/support animals used as auxiliary aides are excluded from the pet policy.

C. DCHA will include as medical expenses those unreimbursed medical expenses of any elderly or disabled family that are related to the care and maintenance of assistance/support animals used as auxiliary aids for persons with disabilities in accordance with Section XVI.V of this policy.

D. All new admissions who sign a lease for family units on or after July 1, 1998, will be permitted to have one (1) pet that does not weigh more than 25 pounds reside in their unit. A pet deposit is required.

E. Additional information on the keeping of pets in DCHA's communities can be found in DCHA's Pet Policies. The Pet Policy shall govern the keeping of all pets.

SECTION XV: DISPOSITION OF ABANDONED PERSONAL PROPERTY

With respect to any personal property that a Tenant of a DCHA owned dwelling unit abandons or leaves behind when the Tenant vacates the leased Premises

A. DCHA shall store the personal property at a commercial storage facility until the storage charges plus any amounts that may be owed by Tenant under the Lease equal the fair market value of the personal property. DCHA may then sell the personal property to satisfy the storage charges and any amounts that may be owed by the Tenant under the Lease.

B. If DCHA determines that the reasonable cost to store such personal property for one month plus any amounts the Tenant may owe under the Lease exceed the fair market value of the personal property, DCHA may immediately sell or otherwise dispose of the property.

C. DCHA shall attempt to notify Tenant of any personal property that DCHA discovers on the vacated Premises. At any time prior to DCHA's sale or disposition of the personal property, in accordance with Paragraph A or B above, Tenant may recover the personal property by paying any applicable storage charges and any amounts Tenant may owe under the Lease.

SECTION XVI: SMOKE FREE POLICY

Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the Delaware County Housing Authority (DCHA) is adopting the following Smoke-Free Policy, which prohibits smoking in any DCHA owned building and within 25 feet of any DCHA owned building effective 8/1/2018. This prohibition covers any interior common areas (including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators), all living units, and all outdoor areas within 25 feet of any DCHA building including entry ways, porches, balconies, patios, yards, parking lots, and recreational areas. This policy applies to all residents, guests, visitors, contractors and employees.

1. **Health and Safety of Our Residents and Staff**
   Smoking and secondhand smoke are well known human health hazards. Allowing smoking within apartment units exposes all residents and DCHA staff to these known carcinogens. Additionally, indoor smoking poses a significant safety risk and is the number one cause of residential fires in Pennsylvania.

2. **Dangers of Secondhand Smoke**
   Secondhand smoke travels through lighting fixtures, cracks in walls, around plumbing, under doors, and in shared heating/ventilation. Medical studies have shown that tobacco smoke in any form exposes users and bystanders to serious health risks, and can cause lung cancer and cardiac disease in nonsmokers, as well as severe asthma attacks, respiratory infections, sinus infections, sudden infant death syndrome, and other cardiovascular and pulmonary diseases. The U.S. Surgeon General[1] has concluded the following:
   a. Secondhand smoke causes premature death and disease in children and in adults who do not smoke;
   b. Children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory infections, ear problems, and

more severe asthma. Smoking by parents causes respiratory symptoms and slows lung growth in their children;

c. Exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and cause coronary heart disease and lung cancer;
d. The scientific evidence indicates that there is no risk-free level of exposure to second hand smoke;
e. Many millions of Americans, both children and adults, are still exposed to secondhand smoke in their homes and workplaces despite substantial progress in tobacco control;

f. Eliminating smoking in Indoor spaces fully protects nonsmokers from exposure to secondhand smoke. Separating smokers from nonsmokers,
g. cleaning the air, and ventilating buildings cannot eliminate exposures of nonsmokers to second-hand smoke.

3. Impact of Smoking on Maintenance Costs

Turnover (the process of making a vacant apartment ready for occupancy) costs are increased when apartments are vacated by smokers. Additional paint tobacco smoke stains, cleaning of the ducts, replacing stained materials, or replacing carpets that have been damaged by cigarettes can increase the cost necessary to make an apartment occupant ready[2].

4. Definition

"Smoke" or "Smoking" means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device or any other natural or synthetic tobacco or plant product. "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.

5. No Smoking Areas

The Smoke-Free Policy prohibits smoking in any DCHA owned building and within 25 feet of any DCHA owned building, but not necessarily limited to the following areas: within all apartment units, common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator(s), and all outdoor locations within 25 feet of any DCHA owned building including entry ways, porches, balconies, patios, yards, parking lots, and recreational areas.

6. Residents, Guests, Contractors and Employees

This policy applies to everyone who visits, lives and works at DCHA public housing properties. Residents would also be responsible for informing their guests of the smoke-free policy. Residents will be held accountable for guests who violate the policy. The DCHA is responsible for enforcing the policy with contractors and DCHA employees.

7. Compliance

The Smoke-free Policy does not mean that residents will have to quit smoking in order to live in public housing. The new policy will only prohibit smoking in any SCHA owned building and within 25 feet of any DCHA owned building. Residents will still be able to smoke outside as long as they are not within 25 feet of any DCHA owned building.

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8. Smoking Cessation Resources

If a resident is interested in quitting smoking, the DCHA staff will provide resources related to smoking cessation education.

For Additional Information please contact:

The Clean Air Council
135 S. 19th Street, Suite 300
Philadelphia, PA 19103
215 567-4004
www.cleanair.org

9. Landlord Not a Guarantor of Smoke-Free Environment

The DCHA's adoption of a Smoke-Free Policy, and the efforts to designate the Property as non-smoking do not make the DCHA or any of Its managing agents the guarantor of Resident's health or of the smoke free condition of the Property. However, the DCHA will take reasonable steps to enforce the Smoke-Free Policy. The DCHA is not required to take steps in response to smoking unless the DCHA has actual knowledge of the smoking and the identity of the responsible Resident and sufficient evidence to support enforcement.

10. Lease Violation

Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Policy and lease addendum will constitute both a material non-compliance with the Lease and a serious violation of the Lease. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Policy.

11. Enforcement

The Smoke-Free Policy is anticipated to have varying levels of resident compliance and will create additional responsibility for property management staff to enforce. Following is an outline of our enforcement plan:

a) *First Violation* - written warning letter with smoking cessation materials and referral to smoking cessation program;
b) *Second Violation* – Lease Violation Notice, 30 day notice with option to remedy
c) *Third Violation* – Lease Termination Notice.

All residents will be required to sign the Smoke-Free Policy, . Refusal to execute the Policy will be considered a material breach of the residents' lease agreement.

12. DCHA Disclaimer

The DCHA's adoption of this Smoke-Free Policy, and the efforts to enforce this Policy do not in any way change the standard of care that the DCHA has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. DCHA specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. DCHA cannot and does not warranty or promise that the Property will be free from secondhand smoke. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that DCHA does not assume any higher duty of case to enforce this Policy than any other DCHA obligation under the Lease.

13. Resident Advisory Board Notification and Annual Plan Amendment

The DCHA will plan to notify all duly elected Resident organizations to present the proposed Smoke-Free Policy and subsequent amendment to the DCHA Annual Plan. The amendment will be advertised as required and provided for a 45 day comment period.

SECTION XVII: DEFINITIONS OF TERMS

A. Accessible Dwelling Units

Means that the unit 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 unit that is on an accessible route and is adaptable and otherwise in compliance with standards set forth in the Uniform Federal Accessibility Standards is accessible within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

B. Adjusted Income

Adjusted income means annual income less the following:

1. $480.00 for each dependent

2. $400.00 for any elderly family

3. Medical expenses in excess of three percent (3%) of the annual income for any elderly family

4. Child care expenses

5. Disability assistance expenses

C. Annual Income

1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family 18 years of age or older, including all net income derived from assets for the twelve 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 in this section, and exclusive of certain other types of income specified in this section.

   Determinations regarding Annual income and income exclusions will be updated on a regular basis to ensure consistency with current HUD regulations and notices.

   a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensations, for personal services.

   b) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.

   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 shall not be considered income when used to reimburse the family for cash or assets invested in the property.

      Where the family has Net Family Assets (as defined in this section) in excess of $5,000.00. 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.

   d) 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.

e) Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.

f) Welfare assistance payments on behalf of any family member.

g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

h) All regular pay, special pay and allowances of a member of the Armed Forces.

2. Annual income does not include such temporary, non-recurring or sporadic income as the following:

a) Casual, sporadic or irregular gifts.

b) Amounts that are specifically for or in reimbursement of the costs of Medical Expenses.

c) Lump-sum additions to Family Assets, such as inheritances, insurance payment (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal and property losses.

d) Amounts for education scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a Veteran, for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income.

e) The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.

3. Annual income does not include the following:

a) Income from employment of children (including foster children) under the age of 18 years old.

b) Payments received for the care of foster children.

c) 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 U.S. Housing Act. The following types of income are subject to such exclusions:

1) Earned income tax credit refunds

2) The value of allotment provided to an eligible household for coupons under the Food Stamp Act of 1977

3) Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973

4) Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program

5) The benefits and earnings of families participating in JOBS programs (or other programs under comparable Federal, State, or local law), will not be included as income during the period of the families' participation, and, that any income earned, for up to 18 months after program completion, will also be excluded

6) Income of a Live-In Aide

7) The full Amount of Title IV Scholarships

8) Child Care Assistance

9) Resident service stipends that does not exceed $200.00 per month per person.

10) State tax rent credits and rebates

11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse)

12) Earned income increases for 12 months, for family members who were unemployed for a year or more and are now employed. The earned income of family members whose employment income increases as a result of participation in a family self-sufficiency or job training program; or a family member who were assisted under any state Temporary Assistance for Needy Families (TANF) program in the last six months and whose earned income increases. The family's rent will be increased by a maximum of 50% of the amount that would have been in effect after the twelve month period.

d) Earned Income Disregard

The Earned Income Disregard the increase of rent for any family residing in Public Housing who:

- Experienced an increase in income due to employment and who was previously unemployed for one or more years, or
- Experienced an increase in income due to the participation in any family self-sufficiency or job training program, or

- Was or is an assisted family under the TANF and whose income increased.

EARNED INCOME DISALLOWANCE [24 CFR 960.255; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

Calculation Method

Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

PHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

PHA Policy

During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

Individual Savings Accounts [24 CFR 960.255(d)]

The PHA may, but is not required to, establish a policy to offer a qualified family paying income-based rent an ISA instead of being given the EID.

PHA Policy

The PHA chooses not to establish a system of individual savings accounts (ISAs) for families who qualify for the EID.

Assets and Net Family Assets

Includes the value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian Trust Land, and excluding equity account in HUD homeownership program. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.)

In determining Net Family Assets, DCHA shall exclude the costs that would be incurred in disposing of an asset. Net family assets shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received, therefore, shall be considered Net Family Assets at Fair Market Value.

D. 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.

E. Child Care Expenses

Amount anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care, necessary to permit employment; the amount deducted shall not exceed the amount of income received from such employment. This amount can be deducted only when the expenses are reimbursed.

F. Co-Heads of Household

Two or more adult persons (i.e., sisters, mother and daughter, etc.) not in a spousal relationship who will reside in the unit with expressed intent to share the financial residency obligations under the lease which will be co-signed by the co-heads of household.

G. Dependent

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or full time student (as defined in this section).

H. Designated Housing

A development or portion of development(s) designated for elderly only or disabled families only.

I. Disabled Person

(1) Means a person who:

(i) Has a disability, as defined in 42 U.S.C. 423;
(ii) Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
  A) Is expected to be of long-continued and indefinite duration;
  B) Substantially impedes his or her ability to live independently; and
  C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
(iii) Has a developmental disability as defined in 42 U.S.C. 6001.

(2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome;

(3) For purposes of qualifying for low-income housing; does not include a person whose disability is based solely on any drug or alcohol dependence; and

(4) Means "individual with handicaps", as defined in § 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

J. Displaced Person

A family displaced by governmental action, or a family whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

K. Extremely Low-Income(ELI) family
Very low-income families whose income does not exceed the higher of 30 percent of the area median income

M Family

Family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status. *Sexual orientation* means homosexuality or bisexuality. ***Gender identity*** means actual or perceived gender-related characteristics.

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

(2) A group of persons residing together and such group includes, but is not limited to:
- (i) A family with or without children(a child who is temporarily away from the home because of placement in foster care is considered a member of the family);.
- (ii) An elderly family;
- (iii) A near-elderly family;
- (iv) A disabled family;
- (v) A displaced family; and
- (vi) The remaining member of a tenant family.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24 CFR 5.403) are:

Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.

Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of years but below the age of 63; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

N
Flat Rent

Flat rents are set at no less than 80 percent of the applicable Fair Market Rent (FMR)..

O
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 educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

P
Handicapped Expenses

A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually handicapped, and equipment added to cars and vans to permit their use by the handicapped or disabled family member.

Q
Head of Household

The family member who is responsible and accountable for the family and who is of legal age to execute a contractual agreement. (This does not preclude co-signing of the lease by the spouse or unrelated partner of the co-head(s) of household.)

R
Individual with Disabilities

(a) A physical or mental impairment that:

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

(b) For the 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:

As used in this definition the phrase, "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense

organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

1. "Major life activities" means: functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

2. "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.

3. "Is regarded as having an impairment" means: has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

4. 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

5. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under Section 504, Fair Housing and Americans with Disabilities Act (ADA) if DCHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception as it relates to Section R(c)(1). Sections R(c)(4) and R(c)(5) covers persons who are denied the services or benefits of DCHA'S housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

(d) 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.

(e) The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

S
Imputed Welfare Income

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's annual income for purposes of determining rent.

T
Live-In Aide

A live-in aide is a person who resides with elderly or disabled person and:

1. Is determined by DCHA to be essential to the care and well being of the person.
2. Is not obligated to support the person.
3. Would not be living in the unit except to provide necessary supportive services.

   Before a Live-In Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care.

U
Low Income Families

Means a family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD with adjustments for smaller and larger families.

V
Medical Expense Allowance

For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance.

Medical Expenses also include those expenses that are related to the care and maintenance of assistance animals used as auxiliary aides for persons with disabilities.

W
Minor

A minor is a person less than 18 years of age. An unborn child will not be considered as a minor.

X Mixed Family

A mixed family is a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Y

Mixed Population Development A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character.

- These projects were formerly known as elderly projects.
- Elderly families and disabled families receive equal priority for admission to such units.
- Kinder Park Mid-Rise Apartments and KP IV [located in Woodlyn, PA] and Parkview Apartments [located in Upland Borough].

Z

Monthly Adjusted Income

One twelfth of Adjusted Income.

AA.

Monthly Income

One twelfth of Annual Income.

BB.

Planned Employment

Means a bona fide offer to work in the jurisdiction as evidenced by written documentation from the potential employer.

CC

. Remaining Member

Means a person on the most recent certification or recertification who is of legal age and responsible to enter into contractual agreement.

DD.

. Single Person

A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

EE.

. Spouse

Means a person who is the husband or wife of the head of household.

FF.

. Tenant Rent

Means the amount payable monthly by the Family as rent to DCHA. Where all utilities (except telephone) and other essential housing services are supplied by DCHA. Tenant rent equals Total Tenant Payment. Where some or all utilities (except telephones) and other essential housing services are not supplied by DCHA and the cost is not included in the amount paid as rent, Tenant rent equals Total Tenant Payment less the Utility Allowance.

GG. Total Tenant Payment

The Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

1. Thirty percent (30%) of Monthly Adjusted Income.
2. Ten percent (10%) of Monthly Income.

The total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

HH. Unrelated Partner of Head of Household

A person who is living in the unit in a spousal relationship with head of household and is not related by marriage or operation of law, which relationship will be evidenced by a co-signature on the lease.

II. Utilities

Utilities mean water, electricity, gas, other heating fuels, refrigeration and cooking fuels, trash collection and sewage services. Telephone or television services are not included as a utility.

JJ. Utility Allowance

If the cost of utilities (except telephone) and other housing services for the unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, the utility allowance is an amount equal to the estimate made or approved by DCHA or HUD, of the monthly cost of reasonable consumption for the unit consistent with the requirements of a safe, sanitary, and healthful living environment.

KK. Utility Reimbursement

Utility Reimbursement is the amount, if any, by which the utility allowance for the unit, exceeds the Total Tenant Payment for the family occupying the unit.

LL. VAWA DEFINITIONS

A) Dating Violence means 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:
      a) The length of the relationship;
      b) The type of relationship; and
      c) The frequency of interaction between the persons involved in the relationship.

B) Domestic violence includes felony or misdemeanor crimes of violence commited by:
   1) a current or former spouse or intimate partner of the victim,
   2) by a person with whom the victim shares in common,
   3) by a person who is cohabitating with or has cohabitated with the victim as a Spouse or intimate partner.
   4) 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
   5) 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.

C) Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

D) Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
   1) Fear for the person's individual safety or the safety of others: or
   2) Suffer substantial emotional distress

MM. Very Low Income Family

Means a family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

Exhibit A

DELAWARE COUNTY HOUSING AUTHORITY
PROPERTY INSPECTION CITATION

In accordance with the terms of your lease, you are required to maintain your property in a clean and safe condition.

An inspection of your property at:

Address:_____

Date:_____ **Time:** _____ ❑ AM ❑ PM

Makes it evident that you are not complying with the terms of your lease as the inspection revealed inadequate care of:

❑ Abandoned Vehicle
❑ **Grass Needs Cutting***
❑ No Trash Can
❑ Bulk Trash*

❑ Abandoned Pet
❑ Trash cans not promptly retrieved from curb.
❑ **Excessive Litter***
❑ Other:_____

COMMENTS

Because of the conditions above, you are hereby notified that you are not in compliance with your lease. You have three (3) days to correct the problem. If not remedied within three (3) days from the date of this Citation, DCHA will correct your violation and a maintenance charge of $40.00, where indicated, will be due with your next month's rent. Four (4) such Inspection Citations within a six (6) month period will be cause for termination of your lease.

If you have any questions, please contact the Housing Department at (610) 490-6229.

_____
DCHA Official

Indicates a $40.00 maintenance charge.

REVISED	08-88	
REVISED	10-89	
REVISED	01-91	Correction Page 5D
REVISED	05-93	
REVISED	06-94	Grammatical Correction
REVISED	01-95	
REVISED	04-95	
REVISED	11-95	
REVISED	03-96	
REVISED	02-98	
REVISED	03-98	Tenant Selection and Assignment
REVISED	03-99	
REVISED	09-99	
REVISED	08-00	
REVISED	11-00	
REVISED	10-01	
REVISED	11-15-02	
REVISED	02-25-03	
REVISED	09-10-03	
REVISED	09-30-04	
REVISED	01-10-05	
REVISED	04-30-05	
REVISED	09-20-05	
REVISED	09-29-06	
REVISED	11-05-08	
REVISED	10-13-09	
REVISED	11-9-09	
REVISED	3-19-10	IH language revised in Applicant Section Ref. to CFR's removed.
REVISED	11-19-1409-18-2015	
REVISED	10-5-2016	
REVISED	4/01/2017	
REVISED	9/07/2017	
REVISED	9/23/2018	
REVISED	10/8/2019	
REVISED	7/30/2020	
REVISED	10/20/2021	
REVISED	10/7/2022	
REVISED	10/19/2023	
REVISED	10/21/2024	
REVISED	09/29/2025	
REVISED	09/10/2026	

09/10/2026~~09/25/2025~~

Exhibit B

DCHA FLAT RENTS

AMP #000001

Woodlyn

Kinder Park Mid-rise	1 Bedroom	$1496.00
	2 Bedroom	$1774.00

Media

South Media Homes	3 Bedroom	$2851.00~~$2829.00~~
	4 Bedroom	$3028.00~~$2900.00~~
Forrest Avenue	2 Bedroom	$2078.00~~$2022.00~~

AMP #000003

			40% AMI	50% AMI
Parkview Homes and Apartments	1 Bedroom	1 bath	$ 920.00~~896.00~~	$ 1150.00~~1120.00~~
	2 Bedroom	1.5 bath	$ 1105.00~~1075.00~~	$1381.00~~$1343.00~~
	3 Bedroom	1.5 bath	$1276.00~~$1242.00~~	$1595.00~~$1552.00~~
	4 Bedroom	2 bath	$1424.00~~$1386.00~~	$1780.00~~$1732.00~~
	5 Bedroom	2 bath	$1571.00~~$1529.00~~	$1963.00~~$19611.00~~

AMP #000004

Highland Homes	1 Bedroom	$1748.00
	2 Bedroom	$2281.00
	3 Bedroom	$3125.00~~$3000.00~~

AMP #000006

Calcon Gardens	3 Bedroom/Basement Central Air/Dishwasher	$1942.00

AMP #000007

Greenhill Court Apartments	1 Bedroom	$
	2 Bedroom	$
Lincoln Park	2 Bedroom/Basement	$1687.00~~$1513.00~~
Calcon Hook	3 Bedroom/Basement	$1937.00
Annex	Central Air/Garage/Dishwasher	
Darby Homes	2 Bedroom	$ 1300.00
	3 Bedroom	$1908.00~~$ 1768.00~~

AMP #000008

Wallingford Avenue	3 Bedroom/Basement Central Air/Dishwasher	$2694.00

AMP #00009

		20% AMI	**50% AMI**
Delaware County Fairgrounds II ACC	1 Bedroom	$ 460.00~~448.00~~	$1150.00~~$1120.00~~
	2 Bedroom	$ 552.00~~537.00~~	$1381.00~~$1343.00~~
	3 Bedroom	$ 638.00~~621.00~~	$1595.00~~$1552.00~~
	4 Bedroom	$ 712.00~~693.00~~	$1780.00~~$1732.00~~

AMP #000010

Delaware County Fairgrounds III ACC	1 Bedroom	$ 460.00~~448.00~~	$1150.00~~$1120.00~~
	2 Bedroom	$ 552.00~~537.00~~	$1381.00~~$1343.00~~

AMP #000011

Delaware County Fairgrounds IV ACC	1 Bedroom	$ 460.00~~448.00~~	$1150.00~~$1120.00~~
	2 Bedroom	$ 552.00~~537.00~~	$1381.00~~$1343.00~~
	3 Bedroom	$ 638.00~~621.00~~	$1595.00~~$1552.000~~
	4 Bedroom	$ 712.00~~693.00~~	$1780.00~~$1732.00~~

AMP #000012

		20% AMI	50%AMI
Kinder Park Phase I	2 Bedroom	$552.00~~$537.00~~	
		$1,381.00~~$1343.00~~	
	3 Bedroom	$638.00~~$621.00~~	
		$1,595.00~~$1552.00~~	

		20% AMI	50%AMI	60%AMI
Kinder Park Phase II	2 Bedroom	$552.00~~$537.00~~	$1381.00~~$1343.00~~	
		$1657.00~~$1612.00~~		
	3 Bedroom	$638.00~~$621.00~~	$1595.00~~$1552.00~~	
		$1914.00~~$1863.00~~		

		20% AMI	50%AMI	60%AMI
Kinder Park Phase III	1 Bedroom	$460.00~~$448.00~~	$1150.00~~$1120.00~~	
	2 Bedroom	$552.00~~$537.00~~	$1381.00~~$1343.00~~	
		$1657.00~~$1612.00~~		
	3 Bedroom	$1595.00~~$1552.00~~		
		$1914.00~~$1863.00~~		

AMP #000015		**20% AMI**	**30%AMI**	**50%AMI**	**60%AMI**
Kinder Park IV-A	1 Bedroom	$460.00~~$448.00~~		$1150.00~~$1120.00~~	
			$1380.00~~$1344.00~~		
	2 Bedroom				
			$1657.00~~$1612.00~~		

AMP # 000016

Kinder Park IV-B	1 Bedroom	$460.00~~$448.00~~	$690.00~~$672.00~~	$1150.00~~$1254.00~~
		$1380.00~~$1343.00~~		
	2 Bedroom	$552.00~~$537.00~~		
$1657.00~~$1612.00~~				

PERSONS	**50% INCOME**	**40% INCOME**	**30% INCOME**	**20% INCOME**

	50% INCOME	40% INCOME	30% INCOME	20% INCOME
PERSONS				
1	42,950~~41,800~~	34,360~~33,440~~	25,770~~25,000~~	17,180~~16,720~~
2	49,100~~47,800~~	39,280~~38,240~~	29,460~~28,680~~	19,640~~19,120~~
3	55,250~~53,750~~	44,200~~43,000~~	33,150~~32,250~~	22,100~~21,500~~
4	61,350~~59,700~~	49,080~~47,760~~	36,810~~35,820~~	24,540~~23,880~~
5	66,300~~64,500~~	53,040~~51,600~~	39,780~~38,700~~	26,520~~25,800~~
6	71,200~~69,300~~	56,960~~55,440~~	42,720~~41,580~~	28,480~~27,720~~
7	76,100~~74,050~~	60,880~~59,240~~	45,660~~44,430~~	30,440~~29,620~~
8	81,000~~78,850~~	64,800~~63,080~~	48,600~~47,310~~	32,400~~31,540~~

-

09/10/2026~~09/25/2025~~