TENANT SELECTION PLAN AND CONTINUED PARTICIPATION POLICY

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SECTION 8 HOUSING ASSISTANCE PAYMENT PROGRAMS

DELAWARE COUNTY HOUSING AUTHORITY

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SECTION I: CONDITIONS GOVERNING ELIGIBILITY

A. Nondiscrimination

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 (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), the Pennsylvania Human Relations Act of 1955 and 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. (24 CFR 100.5)

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. (24 CFR 880.603)

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 (24 CFR 8.21, 8.23, 8.24 and 8.25) make reasonable accommodations (24 CFR 100.204), 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 { 24 CFR 8.24 (a) (1)}; or make structural alterations when other methods can be

demonstrated to achieve the same effect, 24CFR 8.24 (b)

2) Make structural alterations that require the removal or altering of a load-bearing structural member;{ 24 CFR 8.32 (C)
3) Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level; {24 CFR 8.26}

4) Take any action that would result in a fundamental alteration in the nature of the program; {24 CFR 8.24 (a) (2)}

5) Take any action that would result in an undue financial and administrative burden on DCHA. {24CFR 8.24 (a) (2)}

B. 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. (24 CFR 8.20 and 8.21)

2. Documents for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. (24 CFR 8.6) 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.

   Applicants who read or understand little English may furnish an interpreter who can explain what is going on. DCHA will pay the costs associated with having a foreign language interpreter.

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.)

C. Income Targeting

DCHA will provide housing to at least 40 percent of the assisted units that become available in each year of the project's fiscal year available for leasing to families whose income does not exceed 30 percent of the area median income ("extremely low-income") at the time of admission.

DCHA will achieve this by first determining the appropriate income levels of the current residents in the development. To accomplish this task, DCHA may skip applicants on the waiting list to select the first eligible family meeting the extremely low-income families for the purpose of selecting higher income families for admission.

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 income mix within the community in which a vacant unit is available. DCHA will annually assess these factors 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 dual 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 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 and Community Services.

E. Eligibility for Admission:

The Delaware County Housing Authority (hereinafter referred to as DCHA) will admit as participants of the Housing Assistance Payments Program applicants who, at the time of admission, meet the following requirements:

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) "A family" as defined in Section XII of this policy.

   b) Heads of household and all members of the household are citizens or eligible non-citizens. (24 CFR. Part 5). All applicants for assistance will be given notice of the requirements to submit evidence of citizenship or eligible immigration status at the time of application.

   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.

      An applicant who is a student, is under 24 years of age, is not a veteran, is unmarried and does not have a dependent child, both the applicant and the applicant's parents must meet the applicable income limits, except as discussed in HUD's Guidance on the student Eligibility Rule.

      Section 8 assistance shall not be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential unless one or more of the following exceptions exist:

      - Is 24 or older.
      - Is married.
      - Is a veteran of the United States Military.
      - Has a dependent child.
      - Is a person with disabilities, as such term is defined in 3(b)(3)(E) of the

United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was receiving section 8 assistance as of November 30, 2005;

- Is living with his or her parents who are receiving Section 8 assistance.
- Is individually eligible to receive Section 8 assistance and has parents (the parents individually or jointly) who are income eligible to receive Section 8 assistance.

For a student to be eligible independent of his or her parents, where the income of the parents is not relevant, the student must demonstrate the absence of, or his or her independence from parents. Management will use the following in determining a student's independence from parents: The student must meet **all** the following criteria to be eligible for Section 8 assistance. The student must:

- Be of legal contract age under state law.
- Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, **OR** meet the U.S. Department of Education's definition of an independent student. In the Federal Register (Vol. 81, No. 183) published September 21, 2016, HUD reclassified the definition of independent student to include vulnerable youth and to align with the U.S. Department of Education's definition as follows:

  The individual is 24 years of age or older by December 31 of the award year.
  The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age of older.
  The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence.
  The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes.
  The individual is a graduate or professional student.
  The individual is a married individual.
  The individual has legal dependents other than a spouse.
  The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting by

selected agencies or personal as noted in Federal Register / Vol. 81, No. 183 / September 21, 2016.

The individual is a student for whom a financial aid administrator makes a documented determination of independence due to other unusual circumstances.

- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

In addition to moving-in, management will also determine a student's eligibility for Section 8 assistance at annual recertification, initial certification and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance.

If an ineligible student is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Student Restrictions for Low-Income Housing Tax Credit (LIHTC)

A household cannot be comprised of all full-time students (Kindergarten through 12th grade and institutions of higher education) unless they meet one of the following exceptions:

A student receiving assistance under Title IV of the Social Security Act (TANF); or

A student who was previously in the foster care program; or

A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other Federal, State or local laws; or

The household is comprised of single parents and their children and such parents are not dependents of another individual and such children are not dependents of another individual other than a parent of such children. In the case of a single parent children, the legislative history explains that none of the tenants (parent or children) can be a dependent of a third party: or

The household contains a married couple entitled to file joint tax returns.
The household contains a legally married same sex couple also qualify for the married student exemptions.

Note that for the LIHTC program, a student who is a full-time student for 5 months out of the current calendar year is considered a full-time student for the entire calendar year. The months do not need to be consecutive.

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. (24 CFR Part 5)

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. (24 CFR Part 5)

d) Provides a Social Security Number for all family members. 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 under the age of 6 years is added to the assistance applicant household within a 6 month period prior 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 with 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 period, DCHA will impose appropriate penalties, in accordance with HUD regulations.

1. Exceptions to disclosure of SSN:

Individuals who do not contend eligible immigration status.

a) Mixed Families: For projects where the restriction on assistance to noncitizens applies and where individuals are required to declare their citizenship status, proration of assistance or screening for mixed families must continue to be followed. In these instances, the owner will have the tenant's Citizenship Declaration on file whereby the individual did not contend eligible immigration status to support the individual not being subject to the requirements to disclose and provide verification of a SSN.

2. An applicant may not be admitted until SSNs for all household members have been disclosed and verification provided.

   a) If all household members have not disclosed and/or provided verification of their SSN at the time a unit becomes available, the next eligible applicant must be offered the available units.

   b) If the DCHA has determined that the applicant is otherwise eligible for admission into the property, and the only outstanding verification is that of *disclosing and providing verification of * the SSN, the applicant may retain his or her place on the waiting list for the *90* -day period during which the applicant is trying to obtain documentation.

   c) After *90* days, if the applicant has been unable to supply the required SSN *and verification* documentation, the applicant should be determined ineligible and removed from the waiting list.

e) Signs verification consent forms and authorization for release of information (form HUD-9887 and HUD-9887-A).
f) Pass a credit and criminal background

3. Restriction on Assistance to Non-Citizens

Non-citizens (except those ages 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status.

a) Non-citizens aged 62 and older must sign a declaration of eligible immigration status and provide proof of age document.

b) A mixed family, (a family with one or more ineligible family members), may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.

c) Applicants who hold a non-citizen student visa are ineligible for assistance, as are any non-citizen family member residing with the student.

F. Waiting List Management:

An applicant may apply for as many available housing programs as he or she qualifies. When the applicant's name comes up to the top of the waiting list for housing, he or she will be offered rental assistance under that program. Any rejection of an offer for housing will be handled in accordance with DCHA's Tenant Selection and Assignment Policies.

Applications can be made via our website at www.dcha1.org.. All applications will be processed at the central office.

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.

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, or cannot be reached by telephone or mail. At the time of initial intake, DCHA will advise families 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. 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.

f) Notice to reopen the waiting list will be publicly announced via the same publication used to announce the closing. The notification will include the rules for applying and the order in which applications will be processed.

g) DCHA will include in the publication where and when to apply and will conform to its Affirmative Fair Housing Marketing Plan.

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 applicant's 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.

G. Local Preference

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:
Local Preferences are as follows:

Points
1. Jurisdiction = 9
2. Working/elderly or disabled = 3

a) Jurisdiction, live in or work in Delaware County.

b) To receive the local employment preference the applicant family must have at least one family member, age 18 or older, employed at the time of DCHA's offer of housing or who expects to live in the jurisdiction 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 of work 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 the 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 terminated and/or offer canceled.

The amount earned from employment shall not be a factor in granting the working preference. The working preference shall also be available to a family if the head, spouse or sole member is 62 or older, or is receiving social security disability or SSI disability benefits, or any other payments based on the individual's inability to work.

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 drug-related criminal activity from housing assisted under the 1937 Housing Act DCHA may give an admission preference in any of the following cases:

If DCHA determines that the evicted person has successfully completed a rehabilitation program approved by DCHA; (A list of these programs are available upon request).
If DCHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or

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

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

H. Administration of Preference

1. At the time of initial application, DCHA will use its local preference form or other form of verification to obtain the family's certification that it qualifies for a local preference. 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.

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

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

4. 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.

5. 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 before being offered a unit.

   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 unit 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 in section.

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

e) When selecting a single person for a unit in a mixed population housing, elderly or disabled single persons have a preference over singles who are neither elderly nor disabled. (24 CFR Part 5)

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.

A family who is referred to DCHA through the Office of the Inspector General for the purpose of the Witness Protection Program.

g) DCHA will also offer units to existing residents on the transfer list. Some types of transfers are processed ahead of new admissions (see transfer policy) and some types of transfers are processed with new admissions as determined by DCHA.

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

i) A family whose head or spouse is a veteran.

I. Families Determined by DCHA to be Ineligible

1. If an applicant is determined to be ineligible based on income or family composition, or for any other reason, DCHA shall promptly notify the applicant by letter of determination and the reasons therefore. The letter shall state that the applicant has the right within fourteen (14) days to request an informal hearing. If, after conducting such an informal hearing, DCHA determines that the applicant is ineligible, it shall notify the applicant in writing. The procedures of this paragraph do not preclude the applicant from exercising its other rights, if it believes it is being discriminated against based on race, color, national origin, creed, religion, age, sex, handicap or disability, marital status, affectional or sexual preference, political or union affiliation. DCHA shall retain for three years a copy of the applicant's response, if any, the record of any informal hearing, and a statement of final disposition.

2. An applicant may be rejected if they are ineligible, as defined in Section D of this policy. If the applicant does not meet the tenant selection criteria, a letter will be sent notifying them of the reason for the rejection. The applicant will have fourteen (14) days to respond in writing or to request a meeting to discuss the rejection. Any meeting with the applicant, or review of the written response, will be conducted by a DCHA employee that did not make the initial determination.

J. Screening and Eviction for Drug Abuse and Other Criminal Activity

1. DCHA may deny admission to housing if:

a. 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 **ten** years, the family may be denied assistance.

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 [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has 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 [24 CFR 5.100]. 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).

b. Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. DCHA prohibits admission to any Federally assisted property to sex offenders subject to a lifetime registration requirement under a state sex offender registration program. During the admissions screening process, DCHA will perform the necessary criminal history background checks.

c. DCHA determines that there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

d. Before denying or terminating assistance as a result of criminal background, DCHA will provide an applicant with 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.

K. Denying Admissions – Discretionary Provisions

1. In addition to the above mandatory screening standards and guidance in HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Programs, DCHA has the discretion to prohibit the admission of a household with a household member who is currently engaging in, or has engaged in during a reasonable time before the admission decision in:

a) Drug-related criminal activity

b) Violent criminal activity

c) Other criminal activity that would threaten the health or safety of the PHA or who is involved in the housing operations.

d) DCHA has the discretion to reconsider an applicant who was previously denied admission to housing because of a determination concerning a member of the household who has been engaged in criminal activity. DCHA may admit the household if the household member is not currently engaged in, and has not engaged in, the criminal activity described above during a reasonable period, determined by DCHA, before the admission decision. However, to the extent that DCHA chooses to adopt this admission provision or a similar admissions authority that is based upon a household member's current or recent actions, DCHA must have sufficient evidence submitted by the household member which includes:

1) a certification that states that he or she is not currently engaged in such criminal activity and has not engaged in such criminal activity during the specified period; and

2) supporting information from such sources as a probation officer, a landlord, neighbors, social service agency workers or criminal records that were verified by DCHA.

L. Terminating Tenancy – Lease Provisions

1. The regulations at 24 CFR 5.858, 5.859 and 5.860 set forth required provisions that DCHA must incorporate into their leases that provide for termination of tenancy. DCHA has the discretion to terminate the tenancy and the lease must provide grounds for terminating the lease for the following:

a. Drug-related criminal activity engages in on or near the premises, by any tenant, household member, or guest, and any such activity engaged on the premises by any other person under the tenant's control. (See the definitions of premises, guest and other person under the tenant's control.) The definitions below are in accordance with the regulations at 24 CFR 5.100.

1) **Premises** – means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

2) **Guest** – means a person temporarily staying in the unit with the consent of the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

3) **Other Person Under The Tenant's Control** – means a person who, although not staying as a guest in the unit, is, or was at the time of the activity in questions, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. (Examples of other persons under the tenant's control include party attendees, regular visitors, and people who provide frequent basis, such as an in-home nursing care provider.) Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control – for example, the pizza delivery man.

b. A determination made by DCHA that a household member is illegally using a drug.

c. A determination made by DCHA that a pattern of illegal use of a drug by a

household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

d. Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

1) that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, or

2) that threatens the health, safety or right to peaceful enjoyment of their residences of persons residing in the immediate vicinity of the premises.

e. If the tenant is fleeing to avoid prosecution, custody or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees.

f. If the tenant is violating a condition of probation or parole impose under Federal or State law.

g. A determination made by DCHA that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises of other residents.

In accordance with the regulations at 24 CFR 5.861, DCHA may terminate tenancy and evict the tenant through judicial action for criminal activity by a covered person if DCHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested, or convicted for such activity and without satisfying a criminal standard of proof of the activity. HUD encourages, but does not require, DCHA to take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

SECTION II: THE ADMISSION AND LEASING PROCEDURE

DCHA shall enter leases, on a first-come, first-served basis, with priority given to applicants with the maximum local preference points, provided the families with whom leases are signed by DCHA are eligible families and all requirements of the Affirmative Action Plan for Equal Housing Opportunity are satisfied. Approved applicants will be required to comply with the lease terms. Section 8 voucher holders will not be refused based upon status as a voucher holder but must otherwise be eligible. 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. DCHA process and procedures will be used uniformly to screen all applicants.

      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 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) of a family member under the age of 6 years. 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.

SECTION III: ELIGIBILITY FOR CONTINUED HOUSING ASSISTANCE PAYMENTS

A. A family, to qualify for continued housing assistance payments, must continue to qualify as a family or be the remaining member of a tenant family, all as defined in Section XI.

B. In a situation where a family's income exceeds the appropriate Income Limit (Exhibit A), DCHA shall consider that family to be "over income".

C. 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 IV: RENTS

A. Minimum Rent to Income Ratio:

The rent for any dwelling unit shall not be less than $25.00 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.

C. If the Project is receiving federal low income housing tax credits, the monthly rent to the tenants of the units required to be occupied by Very Low Income Families shall not exceed either the maximum allowable rent under federal or state project-based assistance or, in the event there is no project-based contract, the lesser of:

(1) The fair market rent for existing housing for comparable units in the area as established by HUD under regulations less the monthly allowance for the utilities to be paid by the tenant; or

(2) The fifty percent (50%) HOME rent, as determined and provided by HUD, with adjustment for number of bedrooms in the unit. In determining the maximum monthly rent that may be charged for a unit, the Owner shall subtract from the above amount a monthly allowance for any utilities (excluding telephone) to be paid by the Family.

D. Notification to Families of Right to Minimum Rent Hardship Exception

DCHA must waive this minimum monthly rent requirement to any family unable to pay due to financial hardships. The financial hardship exemption constitutes the only statutory exemption and includes these hardship situations:

1. The family has lost Federal, State, or local government assistance or is waiting for eligibility determination (including legal immigrants).

2. The family would be evicted if the minimum rent requirement was imposed.

3. The family whose income has decreased due to a change in circumstances, including, but not limited to, loss of employment.

4. A death in the family has occurred.

5. Other situations may be determined by the DCHA or HUD.

E. Tenant Request for Hardship Exception:

Upon a tenant's request for a hardship exception, DCHA will waive the minimum rent charge beginning the month that immediately follows the date that the tenant made the request. DCHA may request reasonable documentation of hardship to determine whether there is a hardship and whether it is of a temporary or long-term nature. This determination will be made in a prompt and timely manner but not more than one week.

1. If DCHA determines that there is **no hardship** covered by the statute, DCHA shall immediately reinstate the minimum rent requirements.
   The tenant is responsible for any minimum rent that was not paid from the date the minimum was suspended. DCHA may not evict the tenant for nonpayment of rent during the time in which it takes to make the hardship determination. A reasonable repayment agreement will be offered for any minimum rent back payment by the tenant.

2. If it is determined that **the hardship is of a temporary nature**, the minimum rent shall not be imposed for a 90-day period from the date of the suspension. At the end of the 90-day period, the tenants shall be responsible for the minimum rent which shall be imposed retroactively to the initial date of the suspension. The tenant cannot be evicted for nonpayment of rent during the time in which it takes to make the hardship determination nor during the 90-day grace period. A reasonable repayment agreement must be offered for any minimum rent back payment by the tenant.

3. If the nature of the **hardship is determined to be long-term**, DCHA will exempt the tenant from the minimum rent requirement from the date the suspension was granted until such a time that the hardship no longer exists.

4. DCHA will maintain documentation of all determinations regarding requests for hardship exceptions.

   Implementation of a long-term suspension of the minimum rent requirement shall be treated as an interim recertification. The tenant must complete the appropriate recertification documents.

SECTION V: OCCUPANCY STANDARDS

A. The following standards will determine the number of bedrooms required to properly

accommodate a family of a given size (except that such standards will be waived when necessary 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

1. Dwellings will be so assigned and reassigned that, except possibly in the case of infants or children three years of age or under, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.

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, 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 Aid shall be assigned a bedroom, unless the disabled or elderly family agrees to accept a smaller unit.

SECTION VI: LEASE APPROVAL AND INITIAL INSPECTION

Prior to approving a Lease, DCHA shall inspect the unit for compliance with DCHA's Housing Quality Standards as established in accordance with Housing and Urban Development (hereinafter referred to as HUD) regulations or cause it to be so inspected. A report for every inspection and re-inspection under this policy shall be prepared and maintained in the files of DCHA.

SECTION VII: PERIODIC INSPECTION

A. DCHA will inspect or cause to be inspected each dwelling unit leased to an eligible family at least annually and at such other times as may be necessary to assure that the unit is in decent, safe and sanitary condition and to provide the agreed upon utilities and other services. Three consecutive housekeeping failures will result in the resident's lease being terminated. DCHA will consider complaints and any other information coming to its attention in scheduling inspections.

B. All dwelling units must meet the Section 8 Housing Assistance Payments Program Housing Quality Standards and any additional Housing Quality Standards contained in regulations which HUD may establish with respect to the Section 8 Housing Assistance Payments Program - New Construction. DCHA will evaluate the public housing ACC units against HUD's Uniform Physical Condition Standards and evaluate the project-based units by PHFA's standards.

SECTION VIII: 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 residents with notice in accordance with the Residential Dwelling Lease.

C. A final inspection will be conducted on the day of move-out by the Inspection Department, Maintenance or Property Manager. The inspection should be conducted with the residents or 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 residents. 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 IX: RE-EXAMINATION OF FAMILY INCOME, COMPOSITION, AND EXTENT OF EXCEPTIONAL MEDICAL OR OTHER UNUSUAL EXPENSES

A. The Re-examination process will be conducted via an interview and/or through the on-line Resident Portal. Re-examination of family income, composition, and the extent of medical or other unusual expenses incurred by the family shall be made by DCHA at least annually, and appropriate re-determination shall be made of the amount of total tenant payment and the amount of the Housing Assistance Payment, all in accordance with schedules and criteria established by HUD.

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 on his/her Personal Declaration, DCHA will pursue eviction.

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

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.

C. DCHA has two types of transfers:

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

D. Resident Transfer Criteria:

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

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 Property Manager. 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) and to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

Children of opposite sex will be allowed to share a unit up to the age of 3. The family's name shall be placed on the Transfer List after reporting the birth of the child that contributed to the need for a larger unit.

a) Residents with a change in family size or change in family composition that results 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 himself/herself, has a child, that child shall remain in the parent's bedroom until it is three (3) years of age. After age 3 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 units. 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' files.

   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 family's 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 except for transfers due to modernization, where DCHA will pay all costs in accordance with the Uniform Relocation Act. Residents will be given 30 days to move to the new unit.

   a) The cost of a moving van for relocation
   b) The transfer fee for all utility services

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: INTERIM ADJUSTMENT TOTAL TENANT PAYMENT

A. Total tenant payment may be adjusted when the family income, composition and/or extent of the medical or other unusual expenses change to justify such an adjustment.

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

Interim Recertifications After Decreases:
If a prior IR reduced rent due to income decrease, subsequent increases (earned or unearned) will trigger an IR unless within 3 months of AR or below the 10% threshold.

Interim Recertification – 10% Income Increase Rule:
An IR will be processed if earned income increases by 10% or more of annual adjusted income.

C. Interim Recertification Within 3 Months of AR:
No additional IR will be conducted if income increase is reported within 3 months before an AR; handled at AR.

D.

E. Tenants will be notified in writing of any resultant adjustment in total tenant payment, and the notice will state the effective date of the adjustment. In the case of an increase in total tenant payment, the adjustment will become effective on the first day of the second month following the change in circumstances, provided that the tenant has timely reported the change. In the case of a decrease in total tenant payment, the adjustment will become effective on the first day of the first month following the change in circumstances, provided that the tenant has timely report the change. If DCHA determines that the tenant has misrepresented the facts upon which the total tenant payment is based, or that the tenant has failed to notify DCHA, in writing, as required above, any increase in total tenant payment may be made retroactive.

SECTION XII: ESTABLISHMENT OF AMOUNT OF HOUSING ASSISTANCE PAYMENTS

The amount of Housing Assistance Payment on behalf of an eligible family, to be determined in accordance with schedule and criteria established by HUD, will equal the difference between (a) no less than ten percent (10%) of annual income or $25.00, nor more than thirty percent (30%) of the family's annual income, after allowance, and (b) the gross rent.

SECTION XIII: 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 XIV: 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 because 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, Sexual Assault or Stalking

(1) DCHA will provide tenants with the option to complete the form HUD-5382. 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 of 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 XV: VERIFICATION REQUIREMENTS

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.

b. 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 more than one hundred-twenty (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, 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 always written verifications to the source regardless of whether the family provides a computerized printout except for 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.

DCHA will accept

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

If 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 printouts 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 photocopies

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 and Self-Certification of Assets Less than $5,000

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.

Families with assets are required to report all assets annually. The amount of interest earned on those assets is included as income used to calculate the tenant's rent obligation.

DCHA will accept a family's declaration of the amount of assets of less than $5,000 and the amount of income expected to be received from those assets. DCHA's Personal Declaration, which is signed by all adult family members, can serve as the verification.

Where the family has net family assets equal to less than $5,000, DCHA not will request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. When the family has net family assets more than $5,000, DCHA will obtain supporting documentation.

B. Each tenant family is to be notified in writing within thirty (30) 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.

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 causes 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.

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[1]The Health Consequences of Involuntary Exposure to Tobacco Smoke, A Report of the Surgeon General, 2006

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

The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product, including electronic nicotine delivery systems. (ENDS) including e-cigarettes and waterpipe tobacco smoking (also known as hookahs)

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 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 if they are not within 25 feet of any DCHA owned building.

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[2]EcoWise, September 2009, Volume 7, Issue 9

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

Third Violation – Lease Termination Notice.

All residents will be required to sign the Smoke-Free Lease 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 conditions 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: DEFINITION OF TERMS

A. Accessible Dwelling Unit:

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 24 CFR 8.32 & 40 (the Uniform Federal Accessibility Standards) is accessible within the meaning

of this paragraph. When an individual dwelling unit in an existing facility is being 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 the annual income less the following:

1. Four hundred eighty ($480.00) dollars for each dependent.
2. Medical expenses exceed three percent (3%) of the annual income.
3. Four hundred ($400.00) dollars per elderly household.
4. Child Care 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 eighteen (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 reexamination 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.

2. Except as provided in paragraph 2 of this section, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not limited to:

   a. The gross amount, before any payroll deduction, of wages and salaries, overtime pay, commission, fees, tips and bonuses.

   b. The net income from operation of a business or profession, or from rental of real or personal property (for this purpose, expenditures for business expansion, or amortization of capital indebtedness shall not be deducted to determine the net income from a business).

   c. Interest and dividends on other net income of any kind form real estate or personal property.

   d. The full number 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. Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay (but see paragraph 2 (c), of this section.

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

g. All regular pay, special pay and allowance of a member of the Armed Forces (whether living in the dwelling) who is head of household or spouse (but see paragraph 2 (e), of this section).

3. The following items shall not be considered as income:

a. Casual, sporadic or irregular gifts.

b. Amounts which are specifically for or in reimbursement of the cost of medical expenses.

c. Lump-sum additions to family assets, such as inheritance, insurance payments under health and accident insurance and workmen's compensation, capital gains and settlement for personal or property losses.

d. Number of educational 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 amount of such scholarships, or payments to veterans, not used for the above purposes of which are available for subsistence are to be income.

e. Special pay to a member of the Armed Services who is head of household, away from home, and exposed to hostile fire.

f. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

g. Foster childcare payments.

h. The value of coupon allotments for the purchase of food, pursuant to the Food Stamp Act of 1964, which is in excess of the amount charged the eligible household.

i. Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:

1. National Volunteer Anti-Poverty Programs which include VISTA, Service-Learning Programs, and Special Volunteer Programs.

2. National Older American Volunteer Programs for persons aged sixty (60) years and over, which include Retired Senior Volunteer Programs, Foster Grandparent Programs, Older American Community Services Program, National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE), and Active Corps of Executives (ACE).

j. Income of a live-in aide.

k. Amounts received under training programs funded by HUD.

If the circumstances are such that it is not feasible to reasonably anticipate a level of income over a twelve (12) month period, a shorter period may be used subject to a re-determination at the end of such period.

D. Dependent:

A member of the family other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full-time student (a foster child, a foster adult, or live-in aide may never be a dependent regardless of age or disability).

E. Extremely Low-Income Family

An extremely low-income family is a family whose annual income does not exceed thirty percent (30%) of the median income for the area as determined by HUD.

F. Family

The term "family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status.

(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 age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62.

G. Fair Market Rent:

Fair market rent means the rent, including utilities (except telephone), ranges and refrigerators, parking and all maintenance, management, and other services, which, as determined annual by HUD would be required to be paid in order to obtain privately developed and owned existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

H. Gender identity

Gender identity means actual or perceived gender-related characteristics.

I. Gross Rent:

The gross rent means the contract rent, plus any allowances for utilities and other services.

J. Housing Assistance Payments of Behalf of Eligible Family:

The Housing Assistance Payment on behalf of the eligible family is an amount paid to the owner for the family.

K. Live-in Aide:

A person who resides with one or more elderly persons near elderly persons, or persons with disabilities and is determined to be essential to the care and well-being of the persons.

L. Local Preference:

Local preferences are preferences that are used to establish people on the waiting list.

M. Lower-Income Family:

Lower-income family means a family whose income does not exceed eighty percent (80%) of the median income for that area, as determined by HUD, with adjustments for smaller or larger families. (HUD may establish limits higher or lower than eighty percent (80%) if prevailing levels of construction costs, unusually high or low incomes or other factors so dictate.)

N. Minimum Rent:

The lowest TTP permitted for residents receiving Section 8 assistance. The minimum rent is $25.00 and is used when thirty percent (30%) of adjusted monthly income and ten percent (10 %) of the gross monthly income are all below $25.00.

O. Net Family Assets:

Net family assets mean the value of equity in real property, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

P. Planned Employment

Planned employment means bona fide offer to work in the jurisdiction as evidenced by written documentation from the potential employer.

Q. Sexual Orientation

Sexual orientation means homosexuality, heterosexuality or bisexuality.

R. Total Tenant Payment:

Total Tenant Payment means the portion of the gross rent payable by an eligible family after allowances (medical, unusual expenses, allowances for minors).

S. 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 people involved in the relationship.

B) **Domestic violence** includes felony or misdemeanor crimes of violence committed 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

T. Very Low-Income Family:

Very low-income family means a family whose income does not exceed fifty percent (50%) of the median income for that area, as determined by HUD, with adjustments for smaller and larger families.

	50% INCOME	40% INCOME	30% INCOME	20% INCOME
PERSONS				
1	42,95041,800	34,36033,440	25,77025,00	17,18016,720
2	49,10047,800	39,28038,240	29,46028,680	19,64019,120
3	55,25053,750	44,20043,000	33,15032,250	22,10021,500
4	61,35059,700	49,08047,760	36,81035,820	24,54023,880
5	66,30064,500	53,04051,600	39,78038,700	26,52025,800
6	71,20069,300	56,96055,440	42,72041,580	28,48027,720
7	76,10074,050	60,88059,240	45,66044,430	30,44029,620
8	81,00078,850	64,80063,080	48,60047,310	32,40031,540

9/10/20269/25/2025

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	❑ Abandoned Pet
❑ **Grass Needs Cutting***	❑ Trash cans not promptly retrieved from curb
❑ No Trash can	❑ **Excessive Litter***
❑ Bulk Trash*	❑ 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.

9/10/2026~~9/25/2025~~

The Tenant Selection Plan can be viewed in Delaware County Housing Authority's main lobby at 1847 Constitution Avenue, Woodlyn PA, on our website at DCHA1.org and at all site offices. The Plan is available to applicants and tenants upon request.

	50% INCOME	40% INCOME	30% INCOME	20% INCOME
PERSONS				
1	42,950~~41800~~	34,360~~33440~~	25,770~~25100~~	17,180~~16720~~
2	49,100~~47800~~	39,280~~38240~~	29,460~~28650~~	19,640~~19120~~
3	55,250~~53750~~	44,200~~43000~~	33,150~~32250~~	22,100~~21500~~
4	61,350~~59700~~	49,080~~47760~~	36,810~~35800~~	24,540~~23800~~
5	66,300~~64500~~	53,040~~51600~~	39,780~~38700~~	26,520~~25800~~
6	71,200~~69300~~	56,960~~55440~~	42,720~~39431~~50	28,480~~27720~~

9/10/2026~~9/25/2025~~

7	76,1007405 0	60,880592 40	45,660486 50	30,440296 20
8	81,0007585 0	64,800630 80	48,600541 50	32,400315 40

HOTMA Policy Updates – 20262025

HOTMA Policy Updates – Required Additions

1. Repayment or Credit for De Minimis Errors
If the O/A determines that a family was overcharged due to a de minimis error in income determination, the O/A will promptly correct the rent and provide the family with a credit against future rent or a refund, at the family's option. All repayments or credits will be documented in the tenant file.

2. Self-Certification of Net Family Assets
The O/A will accept self-certification of net family assets under $50,000 (adjusted annually by HUD) in accordance with HOTMA. Supporting documentation will not be required unless there is reason to question the accuracy of the certification.

3. Health/Medical Care Hardship Exemption
Families may qualify for a general hardship exemption for medical expenses if they experience a change in circumstances such as:
- Sudden disability or chronic illness requiring ongoing medical treatment;
- Catastrophic medical event resulting in significant out-of-pocket expenses;
- Loss of health insurance coverage;
- Unexpected costs of medically necessary equipment or prescription medication.
The O/A will require documentation of the hardship and will process the exemption as an interim recertification.

4. Continuation of Phased-In Hardship for New Admissions
If a new admission was receiving a phased-in hardship exemption at another assisted housing program, the O/A will continue the phased-in relief upon admission, consistent with HUD regulations.

5. Child-Care Expenses Hardship Exemption
Hardship will be recognized when a family incurs unavoidable child-care expenses that:
- Are necessary to enable a family member to work, seek work, or pursue education;
- Exceed the family's ability to pay without jeopardizing housing stability;
- Are not reimbursed from another source.
The O/A may request documentation such as receipts, provider statements, or employer verification of need.

6. Interim Recertification (IR) – Income Increases Within 3 Months of AR

The O/A will not conduct an additional IR if a family reports an income increase within three months before a scheduled annual recertification. Instead, the change will be processed at the upcoming AR.

7. Interim Recertification – 10% Increase in Annual Adjusted Income
The O/A will conduct an IR if a family's earned income increases and results in at least a 10% increase in annual adjusted income. Families must report these changes in writing within 10 days.

8. Interim Recertifications After Decreases
If a family previously had an IR due to a decrease in income, the O/A will:
- Conduct an IR for earned or unearned income increases that occur afterward, unless within 3 months of the AR (see above policy);
- Exclude small, temporary income fluctuations that do not meet the 10% threshold.

9. Execution of Forms HUD-9887/9887-A for Members Turning 18
All family members turning 18 must sign HUD Forms 9887/9887-A within 30 days of their 18th birthday. Failure to do so will be treated as non-cooperation with verification requirements.

10. Termination/Denial for Revocation of Consent (Form 9887)
Revocation of consent on Form HUD-9887 is grounds for denial of admission or termination of assistance, since it prevents required income verification. Families will be informed in writing of this consequence.

11. Safe Harbor Income Verification
The O/A will accept HUD's Safe Harbor income verification method, meaning the O/A will rely on HUD-provided verification (e.g., EIV data) as sufficient to determine income unless conflicting information arises.

12. Policy for Existing Tenants with Excessive Assets
At annual or interim recertifications, if a family is determined to have excessive assets as defined by HUD:
- The O/A will continue assistance unless HUD issues termination guidance;
- Families will be counseled regarding over-income/over-asset reporting rules;
- All cases will be documented and tracked for HUD reporting requirements.

9/10/2026~~9/25/2025~~