

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

Annual Plan for Fiscal Year 2006

Detroit Housing Commission

Approved by the Board of Commissioners April 13, 2006

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: Detroit Housing Commission

PHA Number: MI001

PHA Fiscal Year Beginning: (mm/yyyy) 07/01/2006

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
2211 West Orleans, Detroit, MI 48207
1301 East Jefferson, Detroit, MI 48207
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
2211 West Orleans, Detroit, MI 48207
1301 East Jefferson, Detroit, MI 48207
- PHA development management offices
Smith Homes
14313 Crescent Drive, Detroit, MI 48223
- PHA local offices
- Main administrative office of the local government
Municipal Center, City of Detroit
Municipal Reference Library, Room 1004
2 Woodward Ave. Detroit, MI 48226
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
Main Branch- Detroit Public Library
5210 Woodward Ave.
Detroit, MI 48202
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

**Resident Advisory Board Office
Woodbridge Office
Woodbridge Village
3521 John C. Lodge, Suite 104
Detroit, MI 48201**

Annual PHA Plan
PHA Fiscal Year 2006
[24 CFR Part 903.7]

i. Annual Plan Type

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The 2006 Annual Plan represents DHC's second year of its 2005-2009 Five Year Plan. This Plan exhibits efforts to promote creation of new units and income mixing beyond its Hope VI developments. DHC will seek to create ACC unit in various geographic areas throughout the City of Detroit. In addition, DHC will grow its strategies as it relates to addressing the physical needs of our developments. A key driving force behind the decision making process in this Plan is DHC's planned implementation of the new operating subsidy rule 24 CFR part 990 which is effective July 1, 2007. In addition to the new operating fund rule, DHC consulted both the local HUD field office; as well as, HUD Recovery Team members in constructing the 2006 PHA Plan. The PHA Plan 2006 contains four major additions & changes from the previous years plan. First, DHC is proposing site based waiting lists for the family developments. Second, DHC is proposing the demolition and disposition of the Jeffries East Development. Finally, DHC is proposing a new Admissions and Continued Occupancy Policy for Low Income Public Housing Program and a new Administrative Plan for the Housing Choice Voucher Program.

As background, HUD issued regulations implementing provisions of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) on February 19, 1999. These regulations required each Public Housing Authority (PHA) to develop a Five-Year Plan with a Statement of Mission, Goals, and Objectives. The QHWRA required PHAs to prepare an Annual Plan with a statement of housing needs of the lower income population in its community, along with the strategies, policies and resources to be used in addressing those needs. According to QHWRA, the Five-Year Plan and Annual Plan are to be developed in consultation with PHA Public Housing and

Section 8 residents. These plans are also to be offered for review and comment by the public.

On April 14, 2000, the Board of Commissioners of the Detroit Housing Commission (DHC or Agency) approved the DHC First Five Year Agency Plan (“Plan”). The Plan, subsequently approved by HUD on November 22, 2000, set forth DHC’s statement of mission, goals, and objectives developed for the purpose of enhancing affordable housing opportunities for City of Detroit residents. DHC second five year plan was approved by the Board of Commissioners on 4/14/2005 and amended on 1/12/2006 by the board of Commissioners. HUD approved DHC’s second Five Year Plan on 3/31/2006. Finally, the goals and major activities of Five-Year and Annual Plans are to be consistent with key housing-related objectives identified in the Consolidated Plans of the governmental unit(s) within the PHA’s jurisdiction.

The Detroit Housing Commission (DHC), a public housing authority, is subject to compliance with the planning requirements of QHWRA. Accordingly, the enclosed Draft Plan-Year Two represents a collaborative, community effort that is consistent with the Agency’s statement of mission, goals and strategies developed to address the housing needs of residents of the City of Detroit.

Mission Statement:

“The City of Detroit Housing Commission and its employees, with competency, ethics and integrity, are committed to providing quality service to low and moderate income residents of the City of Detroit in the delivery of:

- ***Affordable housing opportunities of high quality construction***
- ***Revitalized and stable neighborhoods***
- ***Opportunities for growth and economic freedom***
- ***Innovative programs in partnership with foundations and public entities, thereby maximizing resources required for program delivery***
- ***The efficient and effective management of all resources generated***

The DHC’s Draft Plan-Year Two has the broad support of the resident, human service and non-profit community. The Draft Plan–Year Two continues the DHC’s original statement of mission, goals and objectives and is consistent with the needs and priorities as expressed by local government in Consolidated Plans. The Draft Plan-Year Two was prepared with a high level of community involvement and input, and the strategies resulting there from will help the DHC stand out as a leader in the provisioning of affordable housing opportunities within the City of Detroit.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Required Attachments:

Attachment A: Admissions Policy for Deconcentration

Attachment B: Capital Fund Programs Annual Statements

Attachment C: Memorandum of Agreement

Optional Attachments:

Attachment D: COMMUNITY SERVICE REQUIREMENT

Attachment E: RASS Follow Up Plan

Attachment F: Capital Fund Program Five-Year Action Plan

Attachment G: Admissions and Continued Occupancy Policy

Appendix A - Grievance Procedures Policy

Appendix B - Pet Policy

Appendix C - Dwelling Lease/Pet Lease Addendum

Attachment H: Administrative Plan

Attachment I: Resident Membership of PHA Governing Board

Membership of Resident Advisory Board

Attachment J: HOUSING CHOICE VOUCHER PROJECT BASE PLAN

Use this section to provide any additional attachments referenced in the Plans.

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a separate file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration **Attachment A**
- FY 2006 Capital Fund Program Annual Statement **Attachment B**
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY) **Submitted to the Field Office with DHC certifications**

Optional Attachments:

- PHA Management Organizational Chart
- FY 2005 Capital Fund Program 5 Year Action Plan **Attachment F**
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)
 - New Admissions and Continued Occupancy Policy Attachment G**
 - New Administrative Plan for the Housing Choice Voucher Program Attachment H**

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted	Annual Plan: Annual Audit

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction By Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	61,049	5	5	4	1	4	4
Income >30% but <=50% of AMI	28,124	4	4	3	1	3	2
Income >50% but <80% of AMI	29,632	2	2	3	1	3	2
Elderly **	19,709	4	2	2	2	1	1
Families with Disabilities (mobility and self-care limitation)	38,015	5	3	1	4	2	2
Race/Ethnicity ** Black/Non-Hisp.	125,285	4	4	3	2	3	3
Race/Ethnicity ** White/Non-Hisp.	14,740	3	3	3	2	3	3

Housing Needs of Families in the Jurisdiction By Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Accessibility	Size	Location
Race/Ethnicity ** Hispanic	6,840	3	4	4	N/A	N/A	N/A

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2005
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. Complete one table for each type of PHA-wide waiting list administered by the PHA. PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/>	Section 8 tenant-based assistance		
<input type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	8,194		982
Extremely low income <=30% AMI	8,047	98.20%	
Very low income (>30% but <=50% AMI)	133	1.62%	
Low income (>50% but <80%	14	0.17%	

Housing Needs of Families on the Waiting List

AMI)			
Families with children	1,441	17.58%	
Elderly families	19	0.23%	
Families with Disabilities	77	0.93%	
Race/ethnicity Asian	0	0.00%	
Race/ethnicity Black	8,171	99.71%	
Race/ethnicity Native American	9	0.10%	
Race/ethnicity White	7	0.10%	
<p>Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>If yes:</p> <p style="padding-left: 40px;">How long has it been closed (# of months)? 36 months</p> <p style="padding-left: 40px;">Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p style="padding-left: 40px;">Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>			

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
 Public Housing
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)
 If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	13,289		+1,146
Extremely low income <=30% AMI	12,268	92.31%	
Very low income (>30% but <=50% AMI)	861	6.47%	
Low income (>50% but <80% AMI)	160	1.20%	
Families with children	8,567	64.46%	
Elderly families	232	1.74%	
Families with Disabilities	1,211	9.11%	
Race/ethnicity Asian	7	0.05%	
Race/ethnicity Black	12,960	97.52%	
Race/ethnicity Native American	43	0.32%	
Race/ethnicity White	142	1.07%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	3,698		
2 BR	4,367		
3 BR	2,757		
4 BR	1,491		
5 BR	596		
5+ BR	380		

Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)? No Yes

If yes: **DHC closed its wait list for 1,2,3,4 & 5 bedroom family units on 9/26/2005. The elderly & near elderly lists as well as the 6 bedroom family remain lists remain open.**

How long has it been closed (# of months)? 2 months

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

NOTE: DHC Plans has reopened all lists for persons displaced by a Federally Declared Disaster occurring after July 1, 2005.

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Through our Replacement Housing Factor Program, DHC will focus on the housing developments (new and existing) wherein the composition of the public housing units are limited to approximately 25-50 percent of the total development. DHC replacement housing factor development strategy plans for the creation of 500 public housing replacement units. DHC estimates that 50 to 100 public housing replacement units will come online in FY 2006-2007.

DHC's reasons for selecting the aforementioned strategies, is that they are consistent with our core business to provide decent, safe, affordable housing to low-moderate income families, regardless of race, color, religion national origin, sex, familial status, and disability.

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Through our Replacement Housing Factor Program, DHC will focus on the housing developments (new and existing) wherein the composition of the public housing units are limited to approximately 25-50 percent of the total development. DHC replacement housing factor development strategy plans for the creation of 500 public housing replacement units. DHC estimates that 50 to 100 public housing replacement units will come online in FY 2006-2007.

DHC's reasons for selecting the aforementioned strategies, is that they are consistent with our core business to provide decent, safe, affordable housing to low-moderate income families, regardless of race, color, religion national origin, sex, familial status, and disability.

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly : **Approved on 3/18/2005**
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

DHC selected this strategy as one that is consistent with the desires of our residents and that this strategy is consistent with our core business to provide decent, safe, affordable housing to low-moderate income families, regardless of race, color, religion national origin, sex, familial status, and disability.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing**
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

DHC is currently negotiating a Voluntary Compliance Agreement with the Department of Housing and Urban Development. This agreement will ensure DHC compliance with ADA and 504 regulations.

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

DHC's reasons for selecting the aforementioned strategies, is that they are consistent with our core business to provide decent, safe, affordable housing to low-moderate income families, regardless of race, color, religion national origin, sex, familial status, and disability.

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

DHC's reasons for selecting the aforementioned strategies, is that they are consistent with our core business to provide decent, safe, affordable housing to low-moderate income families, regardless of race, color, religion national origin, sex, familial status, and disability.

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community

- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2005-2006 grants)		
a) Public Housing Operating Fund	\$13,138,765.00	
b) Public Housing Capital Fund	\$9,663,792.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Replacement Housing Factor	\$9,267,236.00	
f) Annual Contributions for Section 8 Tenant-Based Assistance	\$40,174,290.00	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Douglas Demolition	\$404,744.00	
1994 MROP	\$7,060,909.00	
Brewster Development Grant	\$1,383,750.00	
Capital Fund 2002,2003,2004	\$6,998,985.00	
Herman Gardens Demolition	\$1,735,000.00	
Herman Gardens HOPE VI Implementation	\$20,024,259.00	
Jeffries Demolition	\$1,479,721.00	
Jeffries HOPE VI Implementation	\$10,609,353.00	
Replacement Housing Factor	\$41,228,197.00	
Shelter Care Plus	\$0.00	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
ROSS	\$693,550.00	
3. Public Housing Dwelling Rental Income	\$4,697,986.00	
4. Other income (list below)		
Interest Income General Fund	\$87,838.00	
5. Non-federal sources	\$305,014.00	
Total Resources	\$168,953,389.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (60days)
- Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe) **Credit History**

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

- e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
 Sub-jurisdictional lists
 Site-based waiting lists
 Other (describe)

- b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
2211 Orleans Detroit, MI, 48207
 PHA development site management office
 Other (list below)

- c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) Assignment

1. How many site-based waiting lists will the PHA operate in the coming year?19

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists? 7

Planned

Charles Terrace (MI001-05)
Smith Homes (MI001-06)
Douglas (MI001-08)...
Sojourner Truth (MI001-15 and 42)
Diggs (MI001-17)
Scattered Sites (MI001-19, 20, 21, 37 and 38)
Brewster Homes (MI001-50)

12-Existing Site Based Wait List

Jeffries/Woodbridge (MI001-7) – Hi-Rises- West side of the Lodge Freeway
Forest Park (MI001-11)
Sheridan I (MI001-18)
Sheridan II (MI001-45)
State Fair (MI001-26)

Warren West (MI001-27)
River Bend Towers (MI001-28) -
Harriet Tubman (MI001-29)
Woodbridge Senior Enhanced
Villages At Parkside II
Villages at Parkside IV
Woodbridge Family

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?
There is no limitation as to the number of lists one appears on.
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
2211 West Orleans, Detroit, MI 48207
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply (**after the transition to Asset Based Management & approval by HUD for Site Based Waiting Lists**)
 - Other (list below)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- One **For elderly applicants**
 - Two **For non-elderly applicants *Upon approval by HUD, DHC will reduce the number of offers to one after the implementation of "Site Based Waiting Lists for non-elderly applicants."***
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection (5) **Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes

Other preference(s) (list below)

Persons with Disabilities & Elderly Persons

Persons displaced by a federally declared disaster occurring after 7/1/2005.

Persons enrolled in job training/education programs or who are relocated residents of developments demolished through DHC's HOPE VI /RHF grants. This only applies to applicants of Hope VI and RHF Developments. This preference does not apply to persons who have been permanently relocated to another residence.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

3 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 2 Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

2 Persons with Disabilities & Elderly Persons

1 Persons displaced by a federally declared disaster occurring after 7/1/2005

2 Persons enrolled in job training/education programs or who are relocated residents of developments demolished through DHC's HOPE VI /RHF grants. This only applies to applicants of Hope VI and RHF Developments. This preference does not apply to persons who have been permanently relocated to another residence.

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
 Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
 The PHA's Admissions and (Continued) Occupancy policy
 PHA briefing seminars or written materials
 Other source (list)
Pre-Occupancy training seminar and materials

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
 Any time family composition changes *Within 10 days of the change*
 At family request for revision
 Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site-based waiting lists
If selected, list targeted developments below:

Charles Terrace (MI001-05)
Smith Homes (MI001-06)
Douglas (MI001-08)
Sojourner Truth (MI001-15 and 42)
Diggs (MI001-17)
Scattered Sites (MI001-19, 20, 21, 37 and 38)

Brewster Homes (MI001-50)
Jeffries/Woodbridge (MI001-7) – Hi-Rises- West side of the Lodge Freeway
Forest Park (MI001-11)
Sheridan I (MI001-18)
Sheridan II (MI001-45)
State Fair (MI001-26)
Warren West (MI001-27)
River Bend Towers (MI001-28) -
Harriet Tubman (MI001-29)
Woodbridge Senior Enhanced
Villages At Parkside II
Villages at Parkside IV
Woodbridge Family

Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments
 If selected, list targeted developments below:
This only will occur at developments where RHF are being expended.

Employing new admission preferences at targeted developments
 If selected, list targeted developments below:
This only will occur at developments where RHF are being expended.

Other (list policies and developments targeted below)

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

Not applicable: results of analysis did not indicate a need for such efforts

List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

Not applicable: results of analysis did not indicate a need for such efforts

List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

Criminal or drug-related activity

Other (describe below)

Known previous address of prospective renters

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
2211 West Orleans, Detroit, MI 48207
- Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

For documented difficulty in locating rental units for Section 8

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) **Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence

- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

Persons with Disability and Elderly Persons

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- 1 Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes

1 Other preference(s) (list below)
Persons with Disability and Elderly Persons

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
 Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
 The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
 Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
 Briefing sessions and written materials
 Other (list below)

The Request for Proposal details the selection criteria of the Housing Choice Voucher Project Based Program

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
 Other (list below)

The selection criteria of Housing Choice Voucher Project Based proposal is established in the Request for Proposal. Also see Attachment J Housing Choice Voucher Project Based Plan.

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

Effective July 1, 2005, the DHC established \$50.00 as minimum rent. DHC has not adopted any discretionary minimum rent hardship exemptions. The DHC will follow the hardship exemptions as prescribed in CFR 24 5.630.

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

These changes must be reported within 10 days of their occurrence. No increase in rent will become effective until the next regular re-exam date. Decreases in rent are effective on the first of the month after the change is reported.

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

<u>Bedroom Size</u>	<u>Flat Rent</u>
0BR	\$619.00
1BR	\$686.00
2BR	\$829.00
3BR	\$986.00
4BR	\$1,017.00

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families

Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

Annually

Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

Success rates of assisted families

Rent burdens of assisted families

Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

\$0

\$1-\$25

\$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

Effective July 1, 2005, the DHC established \$50.00 as minimum rent. DHC has not adopted any discretionary minimum rent hardship exemptions. The DHC will follow the hardship exemptions as prescribed in CFR 24 5.630.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

An organization chart showing the PHA's management structure and organization is attached.

A brief description of the management structure and organization of the PHA follows:

DHC is currently reorganizing under HUD's new model of Asset Management; DHC hopes to have the new organizational structure in place during FY 06-07

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2,317	360
Section 8 Vouchers	4,489	480
Section 8 Certificates		
Section 8 Mod Rehab	305	30
Special Purpose Section 8 Certificates/Vouchers (list individually)	408	40
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		
ROSS Grant	TBD	TBD

NOTE: DHC is currently working on submitting a revised plan for the ROSS Grants.

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

GENERAL MANAGEMENT POLICIES AND PROCEDURES

- Information Technology Guidelines
 - Help Desk Procedures
 - Equipment Selection Procedures
 - Inventory Disposal Guidelines
 - Information Technology Security Guideline
- Equal Housing Opportunity Policy
- Minority & Women Business Enterprise Plan
- Press and Media Guidelines
- Open Meeting Act Procedures
- Resident Participation Management Procedures
 - Economic Development/Self-Sufficiency

Resident Representation Resolution
Resident Scholarship Policy
Risk Control Guidelines
Solicitation Procedures
Tracking and Reporting of Crime Guidelines
Travel Policy
Freedom of Information Act
Blood-Borne Pathogens Procedures Medical Emergency Procedures
Vehicle Use Guidelines
Weapons Policy
Harrassment Policy
Conflict of Interest Policy
Parking Permit Procedures / Policy
Resident Screening Policy
Lease Enforcement Procedure
Davis Beacon Wage Requirement Compliance Guidelines

PHYSICAL/PROPERTY MANAGEMENT POLICIES

Requirements under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
Deceased Tenant Policy
Evaluation and reduction of lead-based paint hazards and have available proper certifications of such CFR part 35
Facilities Use Policy
Grievance Procedures
Pest Control Policy Policies for the prevention or eradication of pest infestation (including cockroach infestation)
Rent Collection Policy
Utility Allowances and Surcharges
Maintenance/Excess Charges Policy
Family choice Rents
Third Party Verifications
Janitorial Services for the Administration Offices and DHC Multi-Family & Senior Communities
Daily Property Inspections
Levels of Hierarchy Verifications & Use of Verification Monitoring Form
Resident File Document Order
Exigent Health and Safety Deficiencies
Inspection Procedures
Work Order Procedures
Unit Pre-Procedure

Accounting Procedures
Policy and SOP for preparation of HUD LOCCS for requisitions /
vouchers and the disbursement of all federal grant funds
Accounts payable and check disbursement procedures
Capitalization Policy
Check Signing Authorization Policy
Cost Allocation Plan
Investment Policy
Procedure for receipting and processing tenant payments for all charges
billed monthly

PROCUREMENT

Disposition Policy – Title 24—Housing and Urban Development
Essential / Small Purchasing Procedures
Procurement and Authority / Administration Policy
Inventory Control Policy
Procurement Policy
Tax Credit Guidelines and Handbook

PERSONNEL POLICIES

Personnel Manual, Policy and Amendments
Administrative Procedures
Affirmative Action Plan
Family Medical Leave Notice (FMLA) Rules of Conduct
Drug-Free Work Place Policy
Safety Policy

ADMISSIONS POLICIES

Public Housing Admission and Continued Occupancy Policy Dwelling
Lease Agreement
Grievance Procedures
Public Housing Income Guidelines Section 5(h) Homeownership Plan
Screening Policy
Transfer Policy
Pet Policy
One Strike Policy

HOPE VI

Administration for Grants Guidelines
HOPE VI Budget Guidance
Cost Guidelines
Cost Control and Safe Harbor Standards for Rental Mixed – Finance
Development Guidelines
Environmental Review Guidelines

Relocation Authority Procedures

Assisted Housing

SEMAP Procedure
Partial Procedure of rent increase
Section 8 Portability Procedure
Vacancy Loss Claim Procedure
SOP for Quality Control of the Annual Recertification Process for the HCV Program.
Tenant File arrangement Procedure
Moving Packet Procedure
SOP for Exclusion/Abatements Procedure
Mod Rehab SOP's Procedure
Annual and Interim Recertification's Procedure
Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
 PHA development management offices
"A grievance shall be presented in writing, signed and submitted to the site manager that sent the notice or is responsible for the action or failure to act upon which the grievance is based. The grievance must be presented within fourteen (14) calendar days after the day of the action or failure to act which is the basis for the grievance." (page 180 of 192 ACOP)
- Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- PHA main administrative office
2211 West Orleans, Detroit, MI 48207
“A request for an informal review must be received by the close of the business day, no later than 10 days from the date of receipt of DHC’s letter denying assistance. The informal review will be scheduled within a reasonable time frame (generally within 30 days) from the date the request is received.” (19-2 Administrative Plan)

- Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA’s option, by completing and attaching a properly updated HUD-52837.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at **Attachment F**

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Villages of Parkside II & IV**
2. Development (project) number: **MI-001-14, MI-001-51, MI-001-63, MI-001-64, MI-001-65**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

DHC is currently following it's Revitalization Plan; however, DHC anticipates amending it's Revitalization Plan in order to include the

new Salvation Army Crock Recreation Center within Development Activities.

In addition, in 2000 the Inspector General's Office identified 1,810 deficiencies at Parkside Villages II and IV . To date 1,658 of the citations have been corrected. The remaining 152 citations will be corrected during fiscal year 2006-2007. The citations will be corrected with non federal funds. DHC anticipates that all OIG will be cleared by November of 2006

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Woodbridge Estates & Jeffries (Only the West Side of Lodge Freeway)**
2. Development (project) number: **MI-001-07**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

Housing Choice Voucher Project Based Program may be utilized on vacant property, should DHC identify qualified and interested developer(s). See Attachment J Housing Choice Voucher Project Base Plan.

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Herman Gardens**
2. Development (project) number: **MI-001-04**
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

Jeffries - MI00107
Parkside - MI28P001014
Herman Gardens - MI28P001004
Charles Terrace MI001005

Replacement Housing Factor Plan:

Marwood Apartments, four-story elevator building, 53 units total, 11 PHA units: 6-One bdrm, 3-two bdrms, 2-three bdrms

Westwill Apartments, four-story elevator building, 60 units total, 15 PHA units: 7-one bdrm, 8-two bdrms

Alexandrine, 3-three story walk up building, 60 total bdrms, 6 PHA units all two bedrooms

Chesterfield Apartments, four-story walk up, 24 total units, 8 PHA units, all one bedroom

Historic New Center, 4 Buildings, 104 total units, 31 PHA Units

Core City, New Construction, Mid-rise buildings, 62 total units, 31 PHA units

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Jeffries (East Side of M-10 Freeway) 1b. Development (project) number: MI-00-07
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 10/31/2006
5. Number of units affected: 246 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/06 b. Projected end date of activity: 06/30/07

Demolition/Disposition Activity Description
1a. Development name: Villages of Parkside III 1b. Development (project) number: MI-001-66, MI-001-67
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 07/01/06
5. Number of units affected: 6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development

<input type="checkbox"/> Total development *This land will be disposed to the Salvation Army for Recreation Center
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/06 b. Projected end date of activity: 06/30/07

Demolition/Disposition Activity Description
1a. Development name: Jeffries (Only West Side of Lodge Freeway) 1b. Development (project) number: MI001-07
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/> DHC plans to demolish the administration building (non-dwelling structure) that sets at the corner of MLK Boulevard and JC Lodge Service Drive.
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved , submitted, or planned for submission: 07/01/04
5. Number of units affected: 6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development *This is for the demolition of the administration building at Jeffries.
7. Timeline for activity: a. Actual or projected start date of activity: 5/15/2006 b. Projected end date of activity: 09/30/06

Demolition/Disposition Activity Description
1a. Development name: Herman Gardens 1b. Development (project) number: MI001-04
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application .
4. Date application approved, submitted, or planned for submission: 04/30/2006
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Herman Gardens 1b. Development (project) number: MI001-04
2. Activity type: Demolition <input checked="" type="checkbox"/>

Disposition <input type="checkbox"/> DHC plans to demolish existing roads, infrastructure, and any additional sub-surfaces structures that remain on the vacant site. All dwelling and non-dwelling unit structures have been demolished previously.
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 8/1/97; 3/24/98; 9/2/98
5. Number of units affected: (0) No units are affected by proposed additional demolition.
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 04/01/05 b. Projected end date of activity: 06/30/07

Demolition/Disposition Activity Description
1a. Development name: Lee Plaza 1b. Development (project) number: MI001-32
2. Activity type: Demolition Disposition X
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved , submitted, or planned for submission: 05/21/96
5. Number of units affected: 214
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 06/1/05 b. Projected end date of activity: 06/30/07
Demolition/Disposition Activity Description
1a. Development name: Temple Towers 1b. Development (project) number: MI001-031
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/>

Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 09/29/1995
5. Number of units affected: 64
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 11/01/05 b. Projected end date of activity: Completed NOTE: Buildings was demolished by the City of Detroit after a fire in the building. DHC is currently negotiating with the City on matters as it relates to Financial & SHPO matters.
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application X
4. Date application approved, submitted, or planned for submission: 06/30/06
5. Number of units affected: 1 (17558 Westmoreland)
6. Coverage of action (select one) X Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/30/2006 b. Projected end date of activity: 9/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-37
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (14003 Appoline)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:

- a. Actual or projected start date of activity: 6/30/2006
 b. Projected end date of activity: 9/30/2006

Demolition/Disposition Activity Description
1a. Development name: Scattered Site
1b. Development (project) number: MI001-19
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (20418 Birwood)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 6/30/07
Demolition/Disposition Activity Description
1a. Development name: Scattered Site
1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (9344 Littlefield)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006

Demolition/Disposition Activity Description
1a. Development name: Scattered Site
1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition

<p>3. Application status (select one)</p> <p>Approved <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 06/30/2006</p>
<p>5. Number of units affected: 1 (8212 Marlowe)</p>
<p>6. Coverage of action (select one)</p> <p><input checked="" type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 06/30/2006</p> <p>b. Projected end date of activity: 09/30/2006</p>

<p>Demolition/Disposition Activity Description</p>
<p>1a. Development name: Scattered Site</p>
<p>1b. Development (project) number: MI001-37</p>
<p>2. Activity type: Demolition <input checked="" type="checkbox"/></p> <p>Disposition <input checked="" type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 06/30/2006</p>
<p>5. Number of units affected: 1 (394 Lakewood)</p>
<p>6. Coverage of action (select one)</p> <p><input checked="" type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 06/30/2006</p> <p>b. Projected end date of activity: 09/30/2006</p>

<p>Demolition/Disposition Activity Description</p>
<p>1a. Development name: Scattered Site</p>
<p>1b. Development (project) number: MI001-37</p>
<p>2. Activity type: Demolition <input checked="" type="checkbox"/></p> <p>Disposition</p>
<p>3. Application status (select one)</p> <p>Approved <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 06/30/2006</p>
<p>5. Number of units affected: 1 (7137 Varjo)</p>
<p>6. Coverage of action (select one)</p> <p><input checked="" type="checkbox"/> Part of the development</p>

<input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006

Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (13645 Glenwood)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (18227 Washburn)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006

Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (9217 Devonshire)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (13934 Mansfield)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-20
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>

<p>3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 06/30/2006</p>
<p>5. Number of units affected: 1 (9988 Asbury Park) 6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development</p>
<p>7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006</p>
<p>Demolition/Disposition Activity Description</p>
<p>1a. Development name: Scattered Site 1b. Development (project) number: MI001-21</p>
<p>2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/></p>
<p>3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 06/30/2006</p>
<p>5. Number of units affected: 1 (9116 Appoline) 6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development</p>
<p>7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006</p>
<p>Demolition/Disposition Activity Description</p>
<p>1a. Development name: Scattered Site 1b. Development (project) number: MI001-21</p>
<p>2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/></p>
<p>3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/></p>

4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (18532 McKay)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (18410 Coyle)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (18499 Ardmore)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development

<input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006
Demolition/Disposition Activity Description
1a. Development name: Scattered Site 1b. Development (project) number: MI001-21
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/2006
5. Number of units affected: 1 (19927 Strathmoor)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: The timeline references additional activity that needs to take place prior to new development. a. Actual or projected start date of activity: 06/30/2006 b. Projected end date of activity: 09/30/2006

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	Jeffries (Only West Side of Lodge Freeway)
1b. Development (project) number:	MI001-07-
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	03/16/2005
5. If approved, will this designation constitute a (select one) Not Applicable	<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?

6. Number of units affected: 346 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
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Designation of Public Housing Activity Description
1a. Development name: Forest Park 1b. Development (project) number: MI001-11
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved , submitted, or planned for submission: 03/16/2005
5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 97 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Sheridan I 1b. Development (project) number: MI001-18
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved , submitted, or planned for submission: 03/16/2005
5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 209 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: State Fair 1b. Development (project) number: MI001-26
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 03/16/2005
5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 200 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
Designation of Public Housing Activity Description
1a. Development name: Warren West 1b. Development (project) number: MI001-27
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 03/16/2005
5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 143 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
Designation of Public Housing Activity Description
1a. Development name: Conner Waveney 1b. Development (project) number: MI001-28
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>

<p>3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/></p>
<p>4. Date this designation approved, submitted, or planned for submission: 03/16/2005</p>
<p>5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>6. Number of units affected: 95 7. Coverage of action (select one) <input type="checkbox"/> Part of the development X Total development</p>
<p>Designation of Public Housing Activity Description</p>
<p>1a. Development name: Harriet Tubman 1b. Development (project) number: MI001-29</p>
<p>2. Designation type: Occupancy by only the elderly X Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/></p>
<p>4. Date this designation approved, submitted, or planned for submission: 03/16/2005</p>
<p>5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>6. Number of units affected: 200 7. Coverage of action (select one) <input type="checkbox"/> Part of the development X Total development</p>
<p>Designation of Public Housing Activity Description</p>
<p>1a. Development name: Sheridan II 1b. Development (project) number: MI001-45</p>
<p>2. Designation type: Occupancy by only the elderly X Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/></p>
<p>4. Date this designation approved, submitted, or planned for submission: 03/16/2005</p>
<p>5. If approved, will this designation constitute a (select one) Not Applicable <input type="checkbox"/> New Designation Plan</p>

<input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 200
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development
X Total development
Designation of Public Housing Activity Description
1a. Development name: Jeffries (Only West Side of Lodge Freeway)
1b. Development (project) number: MI001-07-Woodbridge Senior Enhanced
2. Designation type:
Occupancy by only the elderly X
Occupancy by families with disabilities <input type="checkbox"/>
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)
Approved; included in the PHA's Designation Plan
Submitted, pending approval <input checked="" type="checkbox"/>
Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 03/16/2005
5. If approved, will this designation constitute a (select one)
<input checked="" type="checkbox"/> New Designation Plan
<input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 50
7. Coverage of action (select one)
X Part of the development
<input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name: DHC Wide	
1b. Development (project) number: N/A	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input checked="" type="checkbox"/> Other (explain below) Based on the March 21, 2006 release of 24 CFR 972, DHC will assess the most feasible course of action to take under the newly published rule.
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Site Project 19 - 8 Mile/Wyoming 1b. Development (project) number: MI001-19
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted , or planned for submission : 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/06
5. Number of units affected: 21
6. Coverage of action: (select one)

<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Site Project 20 1b. Development (project) number: MI001-20
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted , or planned for submission: 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/06
5. Number of units affected: 41 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Site Project 21 1b. Development (project) number: MI001-21
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted , or planned for submission: 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/06
2. Number of units affected: 191 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
Public Housing Homeownership Activity Description

(Complete one for each development affected)
1a. Development name: Scattered Site Project 37 1b. Development (project) number: MI001-37
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99).
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted , or planned for submission: 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/2006
5. Number of units affected: 76 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Site Project 38 1b. Development (project) number: MI001-38
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted , or planned for submission: 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/2006.
5. Number of units affected: 72 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: The Villages of Parkside III 1b. Development (project) number: MI-001-66 & MI-001-67
2. Federal Program authority: <input type="checkbox"/> HOPE I

<input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99) <input type="checkbox"/> Section 24/9 (QHWRA 1998)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/06 & New Construction activities to be included the plan for Villages of Parkside to be submitted 07/01/06
5. Number of units affected: 20 6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Charles Terrace Homes 1b. Development (project) number: MI-001-05
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99) <input type="checkbox"/> Section 24/9 (QHWRA 1998)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 5(h) Plan 01/22/97; Revised 5(h) Plan 4/3/00; Section 32 is planned for submission on 02/10/2006 & New Construction activities to be included in the plan for Charles Terrace Homes on 7/01/2006.
5. Number of units affected: 50 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component

12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
 26 - 50 participants
 51 to 100 participants
 more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

Client referrals

- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or

		selection/specific criteria/other)		both)
Resident Leadership Training	20	RAB Membership	Development and PHA Main Office	Both
Youth Activities	250	Random	Development, PHA Main Office and other	Both
Family Literacy	30	Random	Development, PHA Main Office and other	Both
Job Training	75	Random	Development, PHA Main Office and other	Both
Entrepreneurial Training	10	Random	Development, PHA Main Office and other	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	TBD	TBD
Section 8	374	123 6/30/2005

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

DHC is working closely with the Detroit Field to address this issue. DHC will be submitting an updated FSS Action per the terms of the Corrective Action Plan 4.13.c on 4/30/2006.

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)
Giving persons at risk of losing benefits priority for job training, placement and outreach services

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

See Appendix C

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti

- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)
Security Company incident reports

3. Which developments are most affected? (list below)

Federal law enforcement agencies have conducted empirical data analysis of all of DHC properties. Due to the sensitivity of the data federal law enforcement agencies could not share the raw data with DHC however they have independently confirmed that Brewster/ Douglas and Jeffries East are DHC highest crime properties.

DHC in 2004 established a Task Force made up of the Detroit Police Department, DEA, AFT and the US Marshal Service to reduce crime at DHC Developments. To date this Task Force has conducted six raids which have resulted arrests and the evictions of residents under the Federal Government's "One Strike Policy."

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

Federal law enforcement agencies have conducted empirical data analysis of all of DHC properties. Due to the sensitivity of the data federal law enforcement agencies could not share the raw data with DHC however they have independently confirmed that Brewster/ Douglas and Jeffries East are DHC highest crime properties.

DHC in 2004 established a Task Force made up of the Detroit Police Department, DEA, AFT and the US Marshal Service to reduce crime at DHC Developments. To date this Task Force has conducted six raids which have resulted arrests and the evictions of residents under the Federal Government's "One Strike Policy."

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

Federal law enforcement agencies have conducted empirical data analysis of all of DHC properties. Due to the sensitivity of the data federal law enforcement agencies could not share the raw data with DHC however they have independently confirmed that Brewster/ Douglas and Jeffries East are DHC highest crime properties.

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

SEE Appendix D ACOP Appendix B

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? 4
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

NOTE: REAC performed a Quality Assurance Review of the Fiscal audit and determined an additional 9 finds. DHC and HUD have entered into a MOA and CAP to cure the findings revealed by the QASS Review.

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA MUST select one)

Attached at Attachment (File name)

Provided below:

DHC Staff met with the RAB board several times between 1/6/2006 to 4/10/2006. DHC staff extensively went over the plan and gave the following additional presentations:

- 1) 2005 DHC Accomplishments by Division
- 2) Planned Development Activities for 2006
- 3) Presentation on the New Admissions & Continued Occupancy Policy (ACOP)
- 4) Presentation on the Supplemental Polices to the ACOP
- 5) Statement of Financial Resources
- 6) Proposed New Definition for Substantial Deviation from the Plan
- 7) Updates to the Five Year Action Plan
- 8) Capital Fund Activities for 2005 (Major Budget Revision) and 2006
- 9) Proposed Demo/Dispo Activities

RESIDENT ADVISORY BOARD COMMENTS;

Ms. Johnson expressed concern that cut backs in security have caused additional incidents to occur at Douglass.

Mr. Connor asked for clarification as to the use of Replacement Housing Factor (RHF) on sites. DHC responded that funds can only be used to build or acquire developments and cannot be used on existing sites.

Velma Jackson, Smith Homes asked for elaboration regarding re-location of residents. Mr. Carroll explained that re-location is being handled through moving residents of a development to within the development while rehabilitation and modernization work is being performed, i.e., Sojourner Truth residents are re-located to renovated units at the site until their units have been rehabilitated. Mr. Carroll explained that DHC had accumulated substantial dollars over the years and were not finding re-location costs at Sojourner Truth to be prohibitive.

Rosanna Johnson asked about elevator repair plans for Douglass. E. Carroll explained that a new elevators for the site remained in the budget.

Ms. Johnson commented that Douglass town home units and Diggs Homes units had been renovated 3 times in the past and she felt it that future renovation plans were in vain and wasteful. Velma Jackson concurred.

Thelma Simpson asked Ms. Baines-Lake for additional signage at Forest Park to direct residents and visitors to the community center. Ms. Baines-Lake explained that additional signage was planned at all sites.

Charles Williams complained that at West Warren some renovated senior units had standing water which is being pushed into first floor of some town homes. Ms. Baines-Lake responded that she would investigate further.

Velma Jackson asked about play equipment for Smith Homes and wanted DHC to supply alternative activities for children at Smith Homes without an appropriate play area. DHC staff talked about liability issues and insurance regarding equipment. Rosanna Johnson responded that in the past that had not been an issue and former DHC Operations GM/s had promised recreational facilities for DHC families.

Velma Jackson also asked what were DHC's plans for the Smith Homes Community Building and commented that is was marginally useable. Mr. Carroll commented that facility would be addressed through future PHA Plans.

ALL RAB board members agreed that they were pleased that DHC budget did include funding for the kitchen at Sheridan Place II.

Ethel Dixon asked for DHC assistance with grounds keeping and upgrade stating that residents there had assumed the responsibility, but were still in need of help to improve the buildings appearance and appeal.

Rosanna Johnson asked if DHC planned to enforce the pet policy. Ms. Baines-Lake stated that DHC's revised ACOP included a pet policy and it will be enforced.

Several RAB board members complained about crime issues and the lack of police visibility and slow response. Ms. Baines-Lake explained that she and Lindsey Reames, HUD Recovery Administrator were scheduled to meet with Detroit Police Chief, Ella Bully-Cummings on the following day, Wednesday 4/12, and would address RAB board concerns with her at that meeting. Rosanna Johnson asked if DHC would compensate the resident security officers for senior and family sites. Ms. Baines-Lake explained that DHC did not have money in its budget to cover the cost.

Detroit Housing Commission
Five Year Action Plan 2005-2010/Annual Plan 2006
April 12, 2006

Present:

Lindsey Reames, HUD Recovery Administrator, DHC Board of Commissioners
Patricia Baines-Lake, Deputy Director
William Ward, Planning & HUD Compliance Manager
Hector Hernandez, Assisted Housing Director
Trent Carroll, Modernization Manager
James Williams, Director of Asset Management
Randy Bullock, Communications Specialist
Roz Edward, Policy and Planning
Terrance Hodges, DHC Asset Management
Carolyn Cain, HUD Recovery Team
Cynthia Foster, DHC Finance
Rosland Edward Planning Analyst

Lindsey Reames called meeting to order at 10:15 and provided an overview of the meeting plan and agenda. Ms. Reames explained that DHC's Annual Plan was constructed with the Detroit Housing Commission's (DHC) recovery effort in mind as well as the agency's transition to an asset based management system. She added that DHC staff, HUD Recovery Team Members and DHC RAB board members had all been involved with the 5- Year and Annual Plan development.

Ms. Reames also explained that the Department of Housing and Urban Development (HUD), continues to assign new guidelines so the plan(s) are open to revision.

Ms. Reames then modified the meeting agenda and asked Monica Smith, to speak about Development activities.

Ms. Smith explained that Woodbridge Estates had entered Phases III, IV and V of development, which would add 163 new residential units. Phase III includes 13 ACC Units, 13 Tax Credit Units and 16 Market Rate Units. Phase VI includes 15 ACC Units, 17 Tax Credit Units and 19 Market Rate Units. Woodbridge Estates' Phase V involves 21 ACC Units, 23 Tax Credit Units and 26 Market Rate Units. Ms. Smith stated the anticipated completion date for new construction is 12/31/06.

Ms. Smith stated that design for Parkside Village III construction is to commence in May of 2006 and includes 42 new residential units at a cost of \$6.23 million dollars. Village I of the Villages at Parkside includes a special

project with the Salvation Army, Detroit Parks and Recreation and Wayne County Parks.

Gardenview Estates, Sector I rental unit phases will produce 220 RHF units and will utilize \$22.4 million of RHF Increment 1 funds. The Gardenview RFP was released for bid in January 2006. The project will be financed with mixed finance amendments pending HUD approval.

Other RHF Projects include: Gardenview Estates, Charles Terrace Village, Marwood Apartments, Chesterfield Apartments, Alexandrine Square Apartments, Charles Butler Homes, Core City Estates, Westwill Apartments and Villages of Parkside I & III.

Ms. Smith also explained that the Development portion of DHC's Annual Plan(s) promotes the move to homeownership for scattered site housing and will complement HOPE VI and RHF neighborhood reinvestment efforts to create stabilized communities. The homeownership program will provide second mortgage opportunities.

Ms. Smith concluded her presentation by providing updated HOPE VI & RHF Development budgets.

James Williams, Asset Management Director provided an overview of HUD's emphasis on asset based management which originated in 2005. Mr. Williams explained that while this management technique is usually found in the private sector, HUD began exploring the use of asset based management as the department was faced with less available funding. He explained that asset based management focused on properties for economy of scale and some measure of profitability. DHC staff is in the process of grouping units of property together to adopt the asset based management approach and is completing the last grouping of scattered site housing by 4/21. Mr. Williams added that the divisions long term goal is to acclimate staff to the asset based management process.

Trent Carroll, Modernization GM, talked about DHC Capital Fund activities outlined in the 2006 Annual Plan as well as revision to the DHC's five-year plan. Mr. Carroll spoke specifically about budget revisions to line items 1470 for \$21,000 which increased dollars for general repairs to \$354,000 and the budget revision for line item 1450 which reflects an 85% reduction primarily for Douglass irrigation system and Jeffries Homes concrete replacement from \$299,956 to \$46,367.00 Mr. Carroll also stated that the agency had decided to reduce the cost for in-house computer replacement.

Mr. Carroll discussed HUD budget category totals by site and the proposed 2005-2006 Capital Fund Program for administrative office repairs and upgrade and HA wide dwelling, non-dwelling and equipment improvements. He

explained that the methodology used for budget development and revision was to prioritize items into 3 categories.

Ms. Baines-Lake, DHC Deputy Director discussed substantial changes to DHC's ACOP Policy with emphasis on ACOP section covering rent payment which will be due by the 7th of each month, rent repayment, minimum rent, criminal screening and new admissions.

Ms. Baines-Lake also talked about Jeffries East disposition and explained that DHC applied for demolition/disposition of Jeffries East to redevelop the area into a community more conducive to the surrounding residential and commercial development in the area.

Mr. Hernandez explained that while both the Section 8 list is closed (4 years) and the public housing waiting list remains closed (1 year) that his division with the assistance of significant staffing additions and changes, and the introduction of the Elite software system intends to increase their operations.

Mr. Hernandez added that DHC's IDA program continues to operate and has recruited 3 new candidates for homeownership.

Bill Ward, HUD Compliance Manger read the new definition which changed the DHC capital fund threshold to 10% of the total grant amount per year.

Lindsey Reames adjourned the Five Year 2005-2009 and PHA Annual Plan presentation.

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

NOTE: DHC's Resident representation on the Board of Commissioners is appointed by Mayor of the City of Detroit. Currently, DHC has a one member Board of Commissioners appointed by the United States Secretary of Housing and Urban Development per the terms of the Cooperative Endeavor Agreement between HUD and the City of Detroit.

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
 Candidates could be nominated by any adult recipient of PHA assistance
 Self-nomination: Candidates registered with the PHA and requested a place on ballot
 Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
 Any head of household receiving PHA assistance
 Any adult recipient of PHA assistance
 Any adult member of a resident or assisted family organization
 Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
 Representatives of all PHA resident and assisted family organizations
 Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here) City of Detroit
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

In 2005, DHC representatives met with representatives of the City of Detroit's Planning and Development Department. This dialog was necessary to ensure that both DHC and the City's Planning and Development Department were able to continue Detroit's Strategic Vision through the 2005-2010 Consolidated Plan and DHC's Five Year Plan 2005-2009. In February 2006, representatives from DHC and PDD met again to continue to ensure that DHC's Annual Plan and the City of Detroit's Action Plan were consistent with the City of Detroit's strategy going forward.

Municipal support for the DHC's efforts to rehabilitate existing public housing units, demolish and replace public housing units where rehabilitation is not feasible, improve maintenance of public housing and increase security in public housing.

**Allocate HOME investment trust funds to proposed projects based on the eligibility, feasibility and benefits of the proposed project.
Improve coordination among the various agencies involved in affordable housing.**

Provide opportunities for Homeownership.

Provide supportive services to the elderly and persons with special needs.

The ultimate goal of the City of Detroit's housing strategies is to ensure that all City of Detroit residents live in decent, safe and sanitary housing.

D. Other Information Required by HUD

The Agency Plan is a living document, which shall serve to guide DHC operations and resource management. In the event that circumstances or priorities necessitate actions, which would represent a substantial departure from the goals, objectives, timetables or policies as set forth in

the plan, the DHC will invite resident review and input prior to taking actions that would implement such substantial changes.

Development of subsequent Annual Plans shall be a vehicle through which updates and minor or routine modifications to the Agency Plan are made. On an annual basis the DHC will review its progress toward the achievement of its goals and objectives and the existing policies and procedures, adequately address the needs of its constituents, stakeholders and the agency. To the extent that those needs are not met by the elements of the existing Agency Plan, the subsequent Annual Plan shall be written to reflect changes to goals, objectives, policies and procedures to address those needs.

In the event that the elements of the subsequent annual plan represent a significant departure from those of the existing Agency Plan, a Significant Amendment or Modification to the Agency Plan will be undertaken. Under these circumstances, a full and participatory planning process will be used to obtain resident and stakeholder input. A draft of the substantially modified Agency Plan will be subject to the public review, comment, and hearing process.

DHC's definitions of Substantial Deviation and Significant Amendment will include the following:

- Changes to rent or admissions policies or organization of the waiting list;
- Additions of non-emergency work items that exceed 10% of total Capital Fund Grant amount per year (items not included in the current Annual Statement or 5-year Action Plan) or change in use of replacement reserve funds under the Capital Fund will be subject to public review and comment. Non-emergency work items less than 10% of the total Capital Fund Grant will be presented to the RAB Board, then to the Resident Council and community that is affected by the change.
- Additions of new activities not included in the current PHDEP Plan;
- And any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

An exception to this definition will be made of any of the above that are adopted to reflect changes in HUD regulatory requirements; such changes will not be considered significant amendments.

Use this section to provide any additional information requested by HUD.

Attachments

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Required Attachments:

Attachment A: Admissions Policy for Deconcentration

Attachment B: Capital Fund Programs Annual Statements

Attachment: C Memorandum of Agreement

Optional Attachments:

Attachment D: COMMUNITY SERVICE REQUIREMENT

Attachment E: RASS Follow Up Plan

Attachment F: PHA Management Organizational Chart

Attachment G: Capital Fund Program Five-Year Action Plan

Attachment H: Admissions and Continued Occupancy Policy
Appendix A - Grievance Procedures Policy
Appendix B - Pet Policy
Appendix C - Dwelling Lease/Pet Lease Addendum

Attachment I: Administrative Plan

Attachment J: Resident Membership of PHA Governing Board
Membership of Resident Advisory Board

Attachment K: HOUSING CHOICE VOUCHER PROJECT BASE PLAN

Use this section to provide any additional attachments referenced in the Plans

**DETROIT HOUSING COMMISSION (MI-001)
ATTACHMENT A
ANNUAL PLAN FOR FISCAL YEAR 2006**

ADMISSIONS POLICY FOR DECONCENTRATION

The following admissions policy provides for Deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. This Deconcentration Policy is authorized under Section 513 of the Quality Housing and Work Responsibility Act of 1998, which amended Section 16 of the 1937 Housing Act to allow a public housing agency to establish and utilize income-mixing criteria for the selection of residents for dwelling units in public housing projects to meet Deconcentration objectives.

This policy is established based on a Deconcentration and income mixing analysis and is being implemented in a manner that does not prevent or interfere with the use of a site-based waiting list. The Deconcentration and income-mixing plan does not impose or require any specific income or racial quotas for any project or projects. Further, the Deconcentration objectives are consistent with QHWRA targeting objectives such that the public housing units made available for occupancy in any fiscal year to eligible families, not less than 40% shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

The Admissions Policy for Deconcentration achieves its objectives through incentives and provides for family choice. The principle of family choice allows the family to have the sole discretion to determine whether to accept the incentive without adverse action on the part of the DHC. Notwithstanding, QHWRA permits the DHC to skip a family on the waiting list to reach another family to implement its Deconcentration policy without that act being considered an adverse action.

DHC will implement its Deconcentration policy by conducting an income assessment of participants:

- ◆ *Determine and compare the relative tenant incomes of each development to the average income of the public housing participants;*
- ◆ *Identify what admissions policy measures or incentives, if any, are needed to align the development income mix with the income mix of all public housing participants;*
- ◆ *Ensure that such measures and incentives affirmatively further fair housing;*
- ◆ *Make any appropriate changes to the admissions policies;*
- ◆ *Implement measures and incentives to achieve stated Deconcentration goals; and*

- ◆ *Monitor results and suspend measures and incentives when on a site-by-site basis when goals are met.*

In attaining its Deconcentration objectives, DHC will give preference to the following measures and incentives:

- ◆ Measures to increase employment and higher wages of families in lower income developments including Section 3 opportunities, apprentice and self-sufficiency enrollment;
- ◆ Needs assessment, self-sufficiency and job counseling for new admissions; and
- ◆ Incentives for transfer families that accept moves that will further the goals of Deconcentration.

The DHC will apply Deconcentration incentives and measures to the new admissions waiting list only to the extent that targeting goals are met and skipping is essential to attain Deconcentration goals.

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150199	Federal FY of Grant: 1999
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Original Annual Statement **Reserve for Disasters/ Emergencies**
Performance and Evaluation Report for Period Ending: 12/31/05

Revised Annual Statement (revision no:)
Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	700,960	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	350,480	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	100,000	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	100,000	-	-	-
18	1498 Development Activities	2,253,362	3,504,802	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	3,504,802	3,504,802	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	700,960	-	-	-
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150100	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies
Performance and Evaluation Report for Period Ending: 12/31/05

Revised Annual Statement (revision no: 2)
Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	4,021,494	4,021,494	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	4,021,494	4,021,494	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	-	-	-	-
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-

Signature of Executive Director & Date

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150101	Federal FY of Grant: 2001
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Original Annual Statement	Reserve for Disasters/ Emergencies	Revised Annual Statement (revision no: 2)
Performance and Evaluation Report for Period Ending: 12/31/05		Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	6,771,429	6,771,429	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	6,771,429	6,771,429	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line	related to Section 504 compliance	-	-	-	-
Amount of line	related to Security –Soft Costs	-	-	-	-
Amount of line	related to Security-- Hard Costs	-	-	-	-
Amount of line	related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date					

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part III: Implementation Schedule**

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150101				Federal FY of Grant: 2001	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
MI 1-05 Charles Terrace-Construction of New Townhouses	09/30/03			09/30/05			Moved to 1499 - Development Activities
HA-Wide Administration - DeVelopment Team Staff Salaries		12/31/06			12/31/07		Moved to 1499 - Development Activities
HA-Wide Admimistratoin - Sundry		12/31/06			12/31/07		Moved to 1499 - Development Activities
HA-Wide Fees * Costs		12/31/06			12/31/07		Moved to 1499 - Development Activities
HA Wide -Development Activities		12/31/06			12/31/07		See RHF Plan
Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Replacement Housing Factor Grant No: MI28R00150102	Federal FY of Grant: 2002
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Original Annual Statement	Reserve for Disasters/ Emergencies	Revised Annual Statement (revision no: 2)
Performance and Evaluation Report for Period Ending: 12/31/05		Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	6,505,355	-	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	6,505,355	-	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line	related to Section 504 compliance	-	-	-	-
Amount of line	related to Security –Soft Costs	-	-	-	-
Amount of line	related to Security-- Hard Costs	-	-	-	-
Amount of line	related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date					

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number 0 Replacement Housing Factor Grant No: MI28R00150102					Federal FY of Grant: 2002
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide: Acquisition of real property	06/30/04			06/30/06			Moved to 1499
HA Wide-Administration - Staff Salaries Development Team		12/31/07			12/31/08		Moved to 1499
HA Wide-Administration - Sundry		12/31/07			12/31/08		Moved to 1499
HA Wide Fees & Costs		12/31/07			12/31/08		Moved to 1499
HA Wide - Development Activities		12/31/07			12/31/08		See RHF Plan
Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150103	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies
Performance and Evaluation Report for Period Ending:12/31/05

Revised Annual Statement (revision no: 2)
Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	684,413	684,413	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	684,413	684,413	-	-
	Amount of line related to LBP Activities	-	-	-	-

	Amount of line related to Section 504 compliance	-	-	-	-
	Amount of line related to Security –Soft Costs	-	-	-	-
	Amount of line related to Security-- Hard Costs	-	-	-	-
	Amount of line related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
	Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150103				Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Acquisition and new development	12/31/05			12/31/07			Moved to 1499
HA Wide Administration		12/31/07			12/31/08		Moved to 1499
HA Wide Development Activities		12/31/07			12/31/08		See RHF Plan

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150203	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies
Performance and Evaluation Report for Period Ending: 12/31/05

Revised Annual Statement (revision no: 2)
Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	5,728,700	5,728,700	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	5,728,700	5,728,700	-	-
	Amount of line related to LBP Activities	-	-	-	-

	Amount of line related to Section 504 compliance	-	-	-	-
	Amount of line related to Security –Soft Costs	-	-	-	-
	Amount of line related to Security-- Hard Costs	-	-	-	-
	Amount of line related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
	Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150203					Federal FY of Grant: 2003
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Acquisition and new development	12/31/07			12/31/09			Moved to 1499
HA Wide Administration Staff Salaries - Development Team		12/31/07			12/31/09		Moved to 1499
HA Wide Administration Sundry		12/31/07			12/31/09		Moved to 1499
HA Wide Fees & Costs		12/31/07			12/31/09		Moved to 1499
HA Wide Development Activities		12/31/07			12/31/09		See RHF Plan

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150104	Federal FY of Grant: 2004
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Original Annual Statement Performance and Evaluation Report for Period Ending: 12/31/05	Reserve for Disasters/ Emergencies	Revised Annual Statement (revision no:) Final Performance and Evaluation Report
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Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	1,264,863	1,264,863	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	1,264,863	1,264,863	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	-	-	-	-
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150104				Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
Acquisition and new development	09/30/09	09/30/09		09/30/10	09/30/10		See plan submitted by the Agency	
Signature of Executive Director & Date								

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150204	Federal FY of Grant: 2004
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Original Annual Statement Performance and Evaluation Report for Period Ending: 12/31/05	Reserve for Disasters/ Emergencies	Revised Annual Statement (revision no:) Final Performance and Evaluation Report
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Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	7,554,331	7,554,331	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	7,554,331	7,554,331	-	-
	Amount of line related to LBP Activities	-	-	-	-

	Amount of line related to Section 504 compliance	-	-	-	-
	Amount of line related to Security –Soft Costs	-	-	-	-
	Amount of line related to Security-- Hard Costs	-	-	-	-
	Amount of line related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
	Signature of Executive Director & Date				

Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150105	Federal FY of Grant: 2005
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Original Annual Statement	Reserve for Disasters/ Emergencies	Revised Annual Statement (revision no:)
Performance and Evaluation Report for Period Ending: 12/31/05		Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	569,624	569,624	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	569,624	569,624	-	-
	Amount of line related to LBP Activities	-	-	-	-

	Amount of line related to Section 504 compliance	-	-	-	-
	Amount of line related to Security –Soft Costs	-	-	-	-
	Amount of line related to Security-- Hard Costs	-	-	-	-
	Amount of line related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
	Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150105				Federal FY of Grant: 2005
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Acquisition and new development	09/30/07	09/30/07		09/30/09	09/30/09		See plan submitted by the Agency
Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MI28R00150205	Federal FY of Grant: 2005
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Original Annual Statement Reserve for Disasters/ Emergencies
Performance and Evaluation Report for Period Ending: 12/31/05

Revised Annual Statement (revision no:)
Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements Soft Costs	-	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	-	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	8,697,612	8,697,612	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	8,697,612	8,697,612	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	-	-	-	-
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date				

Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number MI28P00150102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:5)
 Final Performance and Evaluation Report
 Performance and Evaluation Report for Period Ending: 12/31/05

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,556,989	1,939,028	1,939,028	1,939,028
3	1408 Management Improvements Soft Costs	1,939,028	1,941,837	1,838,490	1,545,973
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	969,514	969,514	969,514	903,144
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	747,500	450,959	450,959	152,642
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	97,665	215,388	213,554	39,856
10	1460 Dwelling Structures	3,830,949	3,825,122	3,825,123	1,148,877
11	1465.1 Dwelling Equipment—Nonexpendable	60,000	71,690	71,690	2,180
12	1470 Nondwelling Structures	252,761	72,757	77,824	12,670
13	1475 Nondwelling Equipment	35,000	111,197	111,197	98,939
14	1485 Demolition	-	48,650	48,650	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	55,000	49,000	49,000	-
18	1499 Development Activities	-	-	-	-
19	1502 Contingency	150,736	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	9,695,142	9,695,142	9,595,029	5,843,309
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	1,565,851	1,657,013	1,657,013	1,495,987
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Detroit Housing Commission		Grant Type and Number MI28P00150102 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide	Operations	1406		1,556,989	1,939,028	1,939,028	1,939,028	
	140600020001							
HA-Wide Mgmt Imp	Police	1408		1,135,655	1,610,013	\$ 1,610,013	1,495,987	
	140800020002							
HA-Wide Mgmt Imp	Security program for senior sites	1408		430,196	47,000	47,000	-	
	140800020003							
HA-Wide Mgmt Imp	Maintenance Aides-Residents assisting in tasks to learn skills & earn wages	1408		87,412	47,000	47,000	-	
	140800020004							
HA-Wide Mgmt Imp	MIS Strategy - new hardware, software, networking, training and security	1408		140,000	117,460	14,113	10,393	
	140800020005							
HA-Wide Mgmt Imp	Staff & Resident Training	1408		145,765	-	-	-	to Security
	140800020006							
HA-Wide Mgmt Imp	Staff Salaries - MAPS & Resident Svcs Division	1408		-	50,000	50,000	34,289	
	140800020007							
HA-Wide Mgmt Imp	Technical Asst.-Indefinite Quantities Contract	1408		-	-	-	-	To Security
HA-Wide Mgmt Imp	Technical Assistance	1408		-	54,085	54,085	-	
HA-Wide Mgmt Imp	Energy Audit	1408			16,279	16,279	5,304	
HA-Wide Admin	Allocation of staff salaries@ 10% of annual grant	1410		969,514	969,514	969,514	903,144	
	141000020010							
HA-Wide Fees & Costs	A& E services based on anticipated design and construction mgt. Costs	1430		247,500	450,959	450,959	152,642	
	143000020011							
HA-Wide Fees & Costs	Legal Services to MOD Division	1430		500,000	-			to A&E
	143000020012							
HA-Wide Dwelling Structures	Cyclical painting program	1460		-	216,730	216,730	168,200	

HA-Wide Cont.	Contingency @ 3% of grant		1502		150,736	-	-	-	
	150210020016								
HA-Wide Non Dwelling Equip.	Appliances		1465.1	400	60,000	71,690	71,690	2,180	
	146500200008								
HA-Wide Non Dwelling Structures	Fire Suppression @ 2211 Orleans		1470		150,000	-	-	-	
	147020020001								
HA-Wide Non Dwelling Structures	Air conditioning replacement @ 2200 Riopelle/Reconfiguration		1470	1 air conditioning unit	-	12,670	12,670	12,670	
	147020020004								
HA-Wide Non Dwelling Equip.	Office Equipment		1475		35,000	75,496	75,496	75,496	
	147500020001								
HA-Wide Non Dwelling Equip.	Computer replacement		1475		-	30,701	30,701	18,443	
HA-Wide	Relocation costs		1495.1		55,000	49,000	49,000	-	
	149510020015								
MI 1-05 Charles Terrace	Sidewalk replacements		1450	2 sites	-	3,684	1,850	1,850	
	145020020042								
MI 1-06 Smith Homes	Sidewalk replacements, trash container storage area, and wheelchair ramp		1450	1 office/1 ramp/1 area	-	21,656	21,656	21,656	
	145020020043								
MI -07 Jeffries	Installation of vertical blinds@ Bldg. 502		1460	1 bldg.	-	-	-	-	Funds to be reallocated/in cfp01
MI 1-08 Douglas	Landscape Upgrade/Sprinkler Installation		1450			86,583	86,583		
MI 1-08 Douglas	Window Installation @ Bldg. 1301		1460	434 windows		307,469	307,469	307,469	
MI 1-08 Douglas	Demolition of high rises		1485	2 bldgs		48,650	48,650		
MI 1-11 Forest Park	Generator annunciator panel relocation		1460	1 panel	-	847	847	847	
	146020020021								
MI 1-15 Sojourner Truth	504 Conversion & Vistability Conversion		1460	186 units	-	2,228,151	2,228,151	-	
MI 1-18 Sheridan I	Generator annunciator panel relocation		1460	1 panel	-	847	847	847	
	146020020021								
MI 1-19 Scattered Sites	Repair sidewalks & driveways to codes as necessary		1450	0	13,533	16,030	16,030	-	
	145020020024								
MI 1-19 Scattered Sites	Repair/replace all systems to codes as necessary		1460	8 units	19,533	16,165	16,165	16,165	
	146020020001								
MI 1-19 Scattered Sites	Repairs/replace all facets of bldg to code as necessary incl. Garages		1460	8 units	23,533	-	-	-	To MI 1-21 roofs

	146020020002								
MI 1-19 Scattered Sites	Repair/replace all in-unit fixtures, systems & entry doors to code		1460	8 units	17,533	3,873	3,873	3,873	
	146020020003								
MI 1-20 Scattered Sites	Repair sidewalks & driveways to codes as necessary		1450	8 units	13,533				
	145020020028								
MI 1-20 Scattered Sites	Repair/replace all systems to codes as necessary		1460	8 units	19,533	3,873	3,873	3,873	
	146020020004								
MI 1-20 Scattered Sites	Repairs/replace all facets of bldg to code as necessary incl. Garages/roof replacement		1460	8 units	23,533	9,590	9,590	9,590	
	146020020005								
MI 1-20 Scattered Sites	Repair/replace all in-unit fixtures, systems & entry doors to code		1460	8 units	17,533	-	-	-	
	146020020006								
MI 1-21 Scattered Sites	Repair sidewalks & driveways to codes as necessary		1450	8 units	13,533	50,860	50,860	-	
	145020020032								
MI 1-21 Scattered Sites	Repair/replace all systems to codes as necessary/furnace replacement		1460	8 units	19,533	9,998	9,998	7,746	
	146020020007								
MI 1-21 Scattered Sites	Repairs/replace all facets of bldg to code as necessary incl. Garages/roof replacement		1460	9 units	23,533	93,784	93,784	50,475	
	146020020008								
MI 1-21 Scattered Sites	Repair/replace all in-unit fixtures, systems & entry doors to code		1460	8 units	17,533	41,336	41,336	345	
	146020020009								
MI 1-26 State Fair	Upgrade landscaping, fencing, signange, sprinklers		1450	1 parcel	30,000	-	-	-	
	145020020041								
MI 1-26 State Fair	Comprehensive unit modification		1460	200 units	2,648,969	-	-	-	
	146020020010								
MI 1-26 State Fair	Generator annunciator panel relocation		1460	1 panel	-	1,146	1,146	1,146	
	146020020021								
MI 1-26 State Fair	Fire Code Upgrade		1460			116,992	116,992		
MI 1-27 Warren West	Air conditioning/HVAC upgrades		1460	143 units	878,985	-	-	-	
	146020020011								
MI 1-27 Warren West	Trash compactor replacement		1475	1 compactor	-	5,000	5,000	5,000	
	146010010056								
MI 1-27 Warren West	Front door and frame replacement to a sliding system		1460	1 sliding door	-	6,048	6,048	6,048	
	146020020022								
MI 1-27 Warren West	Lobby/Common area upgrades		1470	1 lobby	102,761	-	-	-	

	147020020002								
MI 1-28 Conner Waveney	Access control & CCTV		1460	139 units	-	71,283	71,283	-	
	146020020018								
MI 1-28 Conner Waveney	Comprehensive unit modification		1460	139 units	-	466,734	466,734	466,734	
	146020020020								
MI 1-29 Harriet Tubman	Generator annunciator panel relocation		1460	1 panel	-	847	847	847	
	146020020021								
MI 1-29 Harriet Tubman	Fire Code Upgrade		1460			116,992	116,992		
MI 1-29 Harriet Tubman	Carpet replacement		1470	280 sq. yds.- ground floor/152.7 sq. yds. floors 2-12	-	60,087	65,154	-	
	14702002003								
MI 1-37 Scattered Sites	Repair sidewalks & driveways to codes as necessary		1450	8 units	13,533	23,725	23,725	3,500	
	145020020036								
MI 1-37 Scattered Sites	Repair/replace all systems to codes as necessary		1460	8 units	19,533	11,646	11,646	3,900	
	146020020012								
MI 1-37 Scattered Sites	Repairs/replace all facets of bldg to code as necessary incl. Garages/roof replacement		1460	8 units	24,814	49,861	49,861	49,861	
	146020020013								
MI 1-37 Scattered Sites	Repair/replace all in-unit fixtures, systems & entry doors to code		1460	8 units	16,252	-	-	-	
	146020020014								
MI 1-38 Scattered Sites	Repair sidewalks & driveways to codes as necessary		1450	8 units	13,533	12,850	12,850	12,850	
	145020020040								
MI 1-38 Scattered Sites	Repair/replace all systems to codes as necessary		1460	8 units	19,533	3,873	3,873	3,873	
	146020020015								
MI 1-38 Scattered Sites	Repairs/replace all facets of bldg to code as necessary incl. Garages/roof replacement		1460	8 units	23,533	46,190	46,190	46,190	
	146020020016								
MI 1-38 Scattered Sites	Repair/replace all in-unit fixtures, systems & entry doors to code		1460	8 units	17,533	-	-	-	
	146020020017								
MI 1-45 Sheridan II	Generator annunciator panel relocation		1460	1 panel	-	847	847	847	
	146020020021								

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: MI28P00150103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: 12-31-05
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,900,702	1,900,702	1,900,702	1,900,702
3	1408 Management Improvements Soft Costs	1,900,702	1,900,702	1,839,394	339,724
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	950,351	950,351	950,351	950,351
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	485,000	720,343	460,343	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	267,665	-	-	-
10	1460 Dwelling Structures	2,569,608	3,607,335	3,607,335	-
11	1465.1 Dwelling Equipment—Nonexpendable	60,000	-	-	-
12	1470 Nondwelling Structures	959,480	375,986	375,986	61,198
13	1475 Nondwelling Equipment	175,000	48,089	31,279	6,396
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	55,000	-	-	-
18	1499 Development Activities	-	-	-	-
19	1502 Contingency	180,000	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	9,503,508	9,503,508	9,165,391	3,258,370
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	420,545	481,853	420,545	282,356
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number				Federal FY of Grant:		
Detroit Housing Commission		Capital Fund Program Grant No: MI28P00150103 Replacement Housing Factor Grant No:				2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide	Operations-20% of annual grant 140600020001	1406	20%	1,900,702	1,900,702	1,900,702	1,900,702	
HA-Wide Mgt. Imp.	DHC Police-Security 140800020002	1408		420,545	481,853	420,545	282,356	
HA-Wide Mgt. Imp.	Resident Caretakers & Senior Trackers-security monitoring at senior sites, resident employment 140800020003	1408		130,196	123,539	123,539		
HA-Wide Mgt. Imp.	Maintenance Aides-residents assisting in tasks to learn skills and earn wages 140800020004	1408		87,412	87,412	87,412		
HA-Wide Mgt. Imp.	MIS Upgrades-new hardware, software, networking, training and security 140800020005	1408		145,000	140,349	140,349	57,368	\$49400 to CFP03 Bonus
HA-Wide Mgt. Imp.	Staff & Resident Training-continuation of ongoing program to educate & train personnel 140800020006	1408		50,000	-			To CFP03 Bonus
HA-Wide Mgt. Imp.	Staff Salaries - Resident Services & MAPS Staff 140800020007	1408		1,067,549	1,067,549	1,067,549		
HA-Wide Admin.	Allocation of staff salaries necessary to administer grant 141000020010	1410	10%	950,351	950,351	950,351	950,351	
HA-Wide Fees & Costs	A&E services based on anticipated design and construction mgt. Costs 143000020011	1430		285,000	690,343	460,343		\$55000 from Fees & Costs/\$2424.68 to MIS Upgr
HA-Wide Fees & Costs	Construction administration/construction management 143000020012	1430		200,000	30,000			To CFP2005/funds to MI 1-15 change order/For 2211 Phase II MIS
HA-Wide Dwelling Structures	504 Compliance Physical Improvements @ DHC properties 146020030013	1460		250,000	-			To CFP2005/funds to H2O lines MI 1-26
HA-Wide Non-Dwelling Equip.	Appliances 146500200008	1465.1		60,000				to CFP03 Bonus
HA-Wide Non-Dwelling Structures	Fire Suppression @ 2211 Orleans 147020030001	1470		150,000	-			from CFP2002 /funds to Reconfiguration at 2211/work item to CFP2005
HA-Wide Non-Dwelling Structures	Reconfiguration @ 2211 Orleans - Phase I 147020030002	1470		331,253	375,986	375,986	61,198	
HA-Wide Non-Dwelling Structures	Reconfiguration @ 2211 Orleans - Phase II 147020030003	1470		-				
HA-Wide Non-Dwelling Structures	Site signange 147020030004	1470	4 sites	404,594				\$279611 to CFP2005/funds to Reconfiguration @ 2211
HA-Wide Non-Dwelling Equip.	Maintenance Equipment 147520030001	1475		150,000	28,939	28,939	6,396	\$30,000 to appliances/\$91061 to CFP04
HA-Wide Non-Dwelling Equip.	Computer Replacement 147520030002	1475		25,000	19,150	2,340		\$4025 to Reconfig. Phase I/\$1825.24 to MIS Upgrades
HA-Wide	Relocation Costs 149510030015	1495.1		55,000	-			To Fees & Costs
HA-Wide	Contingency @ 3% of annual grant	1502		180,000	-			to Reconfiguration @ 2211 Orleans

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MI 1-07 Jeffries Homes	Parking Lot Upgrade	1450		200,000	-		Work item to CFP2005/funds to S138055 Reconfig. @ 2211/S111945 to MI1-29 H2O lines
	145020030001						
MI 1-07 Jeffries Homes	Vacant Unit Reduction	1460	29 units	290,000	-		Work item to CFP2005/funds to MI 1-29 H2O lines
	146020030014						
MI 1-08 Douglas Homes	Window Replacement	1460		301,608	-		Work Item to CFP2005/funds to MI 1-29 H2O lines
	146020030015						
MI 1-08 Douglas Homes	Vertical Blind Replacement	1460		172,571	-		Work item to CFP2005/funds to MI 1-29 H2O lines
	146020030016						
MI 1-08 Douglas Homes	Vacant Unit Reduction	1460	6 units	60,000	-		To CFP2005/funds to MI 1-15 change order
	146020030017						
MI 1-15 Sojourner Truth Homes	Comp Mod Rehab - Phase I	1460	186 units		934,411	934,411	Change Order
MI 1-19 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	13,533	-		To CFP2005/funds to MI 1-15 change order
	145020030002						
MI 1-19 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	17,406	-		To CFP2005/funds to MI 1-15 change order
	146020030018						
MI 1-19 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	8 units	21,406	-		To CFP2005/funds to MI 1-15 change order
	146020030019						
MI 1-19 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	15,406	-		To CFP2005/funds to MI 1-15 change order
	146020030020						
MI 1-19 Scattered Sites	Vacant Unit Reduction	1460	6 units	60,000	-		To CFP2005/funds to MI 1-15 change order
	146020030021						
MI 1-20 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	13,533	-		To CFP2005/funds to MI 1-15 change order
	145020030003						
MI 1-20 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	17,406	-		To CFP2005/funds to MI 1-15 change order
	146020030022						
MI 1-20 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	8 units	21,406	-		To CFP2005/funds to MI 1-15 change order
	146020030023						
MI 1-20 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	15,406	-		To CFP2005/funds to MI 1-15 change order
	146020030024						
MI 1-20 Scattered Sites	Vacant Unit Reduction	1460	5 units	50,000	-		To CFP2005/funds to MI 1-15 change order
	146020030025						
MI 1-21 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	13,533	-		To CFP2005/funds to MI 1-15 change order
	145020030004						
MI 1-21 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	17,406	-		To CFP2005/funds to MI 1-15 change order
	146020030026						
MI 1-21 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	8 units	21,406	-		To CFP2005/funds to MI 1-15 change order
	146020030027						
MI 1-21 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	15,406	-		To CFP2005/funds to MI 1-15 change order
	146020030028						
MI 1-21 Scattered Sites	Vacant Unit Reduction	1460	25 units	250,000	-		Work Item to CFP2005/Funds to MI 1-26 H2O lines
	146020030029						
MI 1-26 State Fair Apts	Emergency Repair of H2O Supply lines	1460			-		S33842 to MIS Upgrades/S30000 to Constr Mgmt
MI 1-27 Warren West	Lobby/Common Area Upgrades	1470	1 lobby	73,633	-		from CFP2002/to CFP2005/funds to MI 1-26 H2O lines
	147020030004						
MI 1-37 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	13,533	-		To CFP2005/funds to MI 1-15 change order
	145020030005						
MI 1-37 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	17,406	-		To CFP2005/funds to MI 1-15 change order
	146020030030						

Related to Section 504 compliance
Related to Security --Soft Costs
Related to Security-- Hard Costs
Related to Energy Conserv Measures
Collateralization Expenses or Debt Service

S504
S_SC
S_HC
ECM
CE_DS

0	0	0	0
420545	481853	420545	282356.02
0	0	0	0
0	0	0	0
0	0	0	0

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150103 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide: Police & Security	09/16/05			09/16/07			
HA-Wide: MIS Upgrades	09/16/05			09/16/07			
HA Wide: Staff & Resident Training	09/16/05			09/16/07			
HA-Wide Administation	09/16/05			09/16/07			
HA-Wide Fees & Costs	09/16/05			09/16/07			
HA-Wide- Non Dwelling Equipment	09/16/05			09/16/07			
HA-Wide Relocation Costs	09/16/05			09/16/07			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: MI28P00150203 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:12/31/05
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	336,173	336,173	336,173	-
3	1408 Management Improvements Soft Costs	336,173	628,957	168,087	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	336,173	336,173	336,173	330,574
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	836,173	1,241,173	741,173	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	112,300	-	-
12	1470 Nondwelling Structures	348,955	706,958	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	1,000,000	-	-	-
19	1502 Contingency	168,087	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	3,361,734	3,361,734	1,581,606	330,574
	Amount of line related to LBP Activities	-	-	-	-

	Amount of line related to Section 504 compliance	-	-	-	-
	Amount of line related to Security –Soft Costs	-	-	-	-
	Amount of line related to Security-- Hard Costs	-	-	-	-
	Amount of line related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
	Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:		Grant Type and Number				Federal FY of Grant:			
Detroit Housing Commission		Capital Fund Program Grant No: MI28P00150203 Replacement Housing Factor Grant No:				2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Obligated	Expended		
HA-Wide Operations	Operations	1406		336,173	336,173	336,173			
HA-Wide Mgmt Imp	Security	1408		168,087	539,330	168,087			
HA-Wide Mgmt Imp	Staff Training	1408		33,617	6,610			\$22300 to Appliances	
HA-Wide Mgmt Imp	Computer Software Acquisition	1408		33,617	83,017			\$49400 from CFP03	
HA-Wide Mgmt Imp	Construction Consultant	1408		100,852	-			Move to future CFP year/funds to MI 1-42 ADD	
HA Wide Admin	Administration - MOD Staff Salaries	1410		336,173	336,173	336,173	330,574		
HA-Wide Dwelling Structures	M&E - Installation of Fire E-Call System at Senior Sites	1460		500,000				to CFP2005/funds to MI 1-42	
MI 1-26 State Fair Apts	Emergency Repair of H2O Supply lines	1460	1 building		250,000				
MI 1-29 Harriet Tubman Apts	Emergency Repair of H2O Supply lines	1460	1 building		250,000				
MI 1-42 Sojourner Truth ADD	Complete Mod Rehab - Phase II	1460			741,173	741,173			
HA-Wide Non Dwell Structures	Reconfiguration @ 2211 Orleans - Phase II	1470		348,955	706,958			\$2,756 from Contngency/to CFP03	
HA-Wide Development Act	Development & Acquisition	1499		1,000,000				To CFP2005/funds to MI 1-42 Comp Mod	
HA Wide Contingency	Contingency	1502		168,087	-			To CFP2005/funds to MI 1-42 Comp Mod/S2756 to Bldg Reconf.	
MI 1-50 Brewster Homes	M& E - Installation of air conditioning	1460		336,173	-			Work item in CFP2004/funds to MI 1-42 Comp Mod	
HA Wide Dwelling Equipment	Appliances	1465.1			112,300			From MOD staff training	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150203 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide Operations	03/31/06			03/31/08			
HA Wide Mgmt Impr - Security	03/31/06			03/31/08			
HA Wide Mgmt Impr - Staff Training	03/31/06			03/31/08			
HA Wide Mgmt Impr - MOD Computer Software Acquisition	03/31/06			03/31/08			
HA Wide Mgmt Impr Construction Consultant	03/31/06			03/31/08			
	03/31/06			03/31/08			
HA Wide Administration - MOD Staff Salaries	03/31/06			03/31/08			
	03/31/06			03/31/08			
HA Wide Non Dwell Structures - Bldg Improvements @ 2211 Orleans & 1301 E Jefferson	03/31/06			03/31/08			
	03/31/06			03/31/08			
HA Wide Development Activities - Development & Acquisitions	03/31/06			03/31/08			
	03/31/06			03/31/08			
HA Wide Contingency	03/31/06			03/31/08			
	03/31/06			03/31/08			
MI 1-50 Brewster Homes - M&E Installation of air conditioning	03/31/06			03/31/08			
Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: MI28P00150104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Final Performance and Evaluation Report

Performance and Evaluation Report for Period Ending: 12/31/05

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,927,800	1,927,800	1,927,800	1,927,800
3	1408 Management Improvements Soft Costs	1,927,800	1,927,800	1,045,408	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	963,900	963,900	963,900	140,165
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	485,000	591,563	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	107,665	382,665	-	-
10	1460 Dwelling Structures	3,038,390	2,013,512	613,148	-
11	1465.1 Dwelling Equipment—Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	828,446	124,983	-	-
13	1475 Nondwelling Equipment	125,000	1,240,000	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	55,000	55,000	-	-
18	1499 Development Activities	-	198,215	-	-
19	1502 Contingency	180,000	213,563	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	9,639,001	9,639,001	4,550,256	2,067,965
	Amount of line related to LBP Activities	-	-	-	-

Amount of line related to Section 504 compliance	-	-	-	-
Amount of line related to Security –Soft Costs	356,878	777,800	245,908	-
Amount of line related to Security-- Hard Costs	-	-	-	-
Amount of line related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service	-	-	-	-
Signature of Executive Director & Date				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Obligated	Expended		
HA-Wide	Operations-20% of annual grant	1406	20%	1,927,800	1,927,800	1,927,800	1,927,800		
HA-Wide Mgt. Imp.	Security	1408		356,878	777,800	245,908			
HA-Wide Mgt. Imp.	Senior Tracker/Resident Caretakers-security monitoring at senior sites, resident employment	1408		130,196	100,000			\$30,196 to MI 1-42 Comp Mod Rehab	
HA-Wide Mgt. Imp.	Maintenance Aides-residents assisting in tasks to learn skills and earn wages	1408		87,412	50,000			\$37,412 to MI 1-42 Comp Mod Rehab	
HA-Wide Mgt. Imp.	MIS Upgrades-new hardware, software, networking, training and security	1408		140,000	100,000			\$40,000 to MI 1-42 Comp Mod Rehab	
HA-Wide Mgt. Imp.	Staff & Resident training-continuation of ongoing program to educate & train personnel	1408		145,765	100,000			\$45,765 to MI 1-42 Comp Mod Rehab	
HA-Wide Mgt. Imp.	Staff Salaries - Resident Services and MAPS Divisions	1408		1,067,549	-				
HA-Wide Mgt. Imp.	Accounting & Financial Technical Assistance IQC	1408			800,000	799,500			
HA-Wide Admin.	Allocation of staff salaries necessary to administer grant	1410	10%	963,900	963,900	963,900	140,165		
HA-Wide Fees & Costs	A&E services based on anticipated design and construction mgt. Costs	1430		485,000	591,563				
HA-Wide Non-Dwelling Structures	Site Signage	1470		404,594	124,983				
HA-Wide Non-Dwelling Equip.	Maintenance Equipment	1475		100,000	50,000			\$50,000 to MI 1-42 Comp Mod Rehab/\$91061 from CFP03	
HA-Wide Non-Dwelling Equip.	Computer Replacement	1475		25,000	25,000				

HA Wide Non Dwelling Equip	Security System Upgrade	1475			1,165,000		
HA-Wide	Relocation Costs	1495.1		55,000	55,000		
HA Wide Development Activities	Development/Acquisition Activities	1499			198,215		From CFP03 bonus/\$236,030 to Diggs
HA-Wide	Contingency @ 3% of annual grant	1502		180,000	213,563		
MI 1-06 Smith Homes	Signage & play equipment	1450		25,000	-		To CFP future year
MI 1-06 Smith Homes	Community building/admin. Bldg.	1470	1 bldg.	423,852	-		To CFP future year
MI 1-08 Douglas Homes	Site Improvements	1450	1 site		300,000		From CFP2002
MI 1-17 Diggs Homes	Down-Unit Renovation	1460			1,251,000		From Agency Plan 2004 FYAP year 2006/\$236,030 from 1499
MI 1-19 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	10,533	10,533		
MI 1-19 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	16,533	16,533		
MI 1-19 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	1 unit	20,533	6,776		\$13,757 to MI 1-42 Comp Mod Rehab
MI 1-19 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	14,533	14,533		
MI 1-20 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	10,533	10,533		
MI 1-20 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	16,533	16,533		
MI 1-20 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	1 unit	20,533	2,567		\$17,966 to MI 1-42 Comp Mod Rehab
MI 1-20 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	14,533	14,533		
MI 1-21 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	10,533	10,533		
MI 1-21 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	16,533	16,533	23,010	
MI 1-21 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	1 unit	20,533	2,567		\$17,966 to MI 1-42 Comp Mod Rehab

MI 1-21 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	14,533	14,533		
MI 1-26 State Fair	Site Upgrade-landscaping, sprinklers	1450	200 units	30,000	30,000		
MI 1-26 State Fair	Comprehensive unit modification	1460	200 units	2,106,055	-		To CFP future year
MI 1-37 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	10,533	10,533		
MI 1-37 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	16,533	16,533		
MI 1-37 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	1 unit	20,533	2,567		\$17,966 to MI 1-42 Comp Mod Rehab
MI 1-37 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	14,533	14,533		
MI 1-38 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	10,533	10,533		
MI 1-38 Scattered Sites	Repair and replace all systems to codes as necessary	1460	8 units	16,533	16,533		
MI 1-38 Scattered Sites	Repair and replace all facets of building to code as necessary including garages	1460	1 unit	20,533	2,567		\$17,966 to MI 1-42 Comp Mod Rehab
MI 1-38 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	14,533	14,533		
MI 1-42 Sojourner Truth Homes Add	Phase II Complete Unit Modification	1460	66 units		590,138	590,138	
MI 1-50 Brewster Homes	Installation of air conditioning in units	1460	250 units	674,340			Work item in CFP04

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide: Operations	09/30/06			09/30/08			
HA-Wide: Security	09/30/06			09/30/08			
HA Wide: Senior Tracker/Resident Caretakers	09/30/06			09/30/08			
HA Wide: Maintenance Aides	09/30/06			09/30/08			
HA-Wide: MIS Upgrades	09/30/06			09/30/08			
HA Wide: Staff & Resident Training	09/30/06			09/30/08			
HA-Wide Administration	09/30/06			09/30/08			
HA-Wide Fees & Costs	09/30/06			09/30/08			
HA-Wide: Site Signage	09/30/06			09/30/08			
HA-Wide- Non Dwelling Equip-Maintenance Equip	09/30/06			09/30/08			
HA-Wide- Non Dwelling Equip-Computer Replacement	09/30/06			09/30/08			
HA-Wide Relocation Costs	09/30/06			09/30/08			
MI 1-06 Smith Homes: Signage & play equipment	09/30/06			09/30/08			
MI 1-06 Smith Homes: Community bldg./admin. Bldg.	09/30/06			09/30/08			
MI 1-19 Scattered Sites: Repair sidewalks and driveways to code as necessary	09/30/06			09/30/08			
MI 1-19 Scattered Sites: Repair and replace all facets of bldg. to code as necessary	09/30/06			09/30/08			
MI 1-19 Scattered Sites: Repair and replace all in-unit fixtures, systems and entry doors to code as necessary	09/30/06			09/30/08			
MI 1-20 Scattered Sites: Repair sidewalks and driveways to code as necessary	09/30/06			09/30/08			
MI 1-20 Scattered Sites: Repair and replace all facets of bldg. to code as necessary	09/30/06			09/30/08			

MI 1-20 Scattered Sites: Repair and replace all in-unit fixtures, systems and entry doors to code as necessary	09/30/06			09/30/08			
MI 1-21 Scattered Sites: Repair sidewalks and driveways to code as necessary	09/30/06			09/30/08			
MI 1-21 Scattered Sites: Repair & replace all facets of bldg. To code as necessary	09/30/06			09/30/08			
MI 1-21 Scattered Sites: Repair & replace all in-unit fixtures, systems and entry doors to code as necessary	09/30/06			09/30/08			
MI 1-26 State Fair: Site upgrade-landscaping, sprinklers	09/30/06			09/30/08			
MI 1-26 State Fair: Comprehensive unit modification	09/30/06			09/30/08			
MI 1-37 Scattered Sites: Repair/replace sidewalks and driveways to code as necessary	09/30/06			09/30/08			
MI 1-37 Scattered Sites: Repair/replace all facets of bldg. To code as necessary	09/30/06			09/30/08			
MI 1-37 Scattered Sites: Repair/replace all in-unit fixtures, systems and entry doors to code as necessary	09/30/06			09/30/08			
MI 1-38 Scattered Sites: Repair sidewalks and driveways to code as necessary	09/30/06			09/30/08			
MI 1-38 Scattered Sites: Repair/replace all systems to code as necessary	09/30/06			09/30/08			
MI 1-38 Scattered Sites: Repair/replace all facets of bldg. To code as necessary including garages	09/30/06			09/30/08			
MI 1-38 Scattered Sites: Repair/replace in-unit fixtures, systems and entry doors to code as necessary	09/30/06			09/30/08			
MI 1-50 Installation of air conditioning in units	09/30/06			09/30/08			
Signature of Executive Director & Date							

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: MI28P00150105	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: 12/31/05
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,932,758	1,932,758	-	-
3	1408 Management Improvements Soft Costs	1,932,758	1,932,758	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	966,379	966,379	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	294,064	296,089	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	420,286	37,624	-	-
10	1460 Dwelling Structures	3,880,652	4,045,093	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	111,342	3,452	-	-
12	1470 Nondwelling Structures	21,440	347,501	-	-
13	1475 Nondwelling Equipment	49,112	102,138	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	55,000	-	-	-
18	1499 Development Activities	-	-	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	9,663,792	9,663,792	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line	related to Section 504 compliance	-	-	-	-
Amount of line	related to Security -Soft Costs	1,882,758	1,882,758	-	-
Amount of line	related to Security-- Hard Costs	-	-	-	-
Amount of line	related to Energy Conservation Measures	-	-	-	-
	Collateralization Expenses or Debt Service	-	-	-	-
	Signature of Executive Director & Date				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150105				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide	Operations-20% of annual grant	1406	20%	1,932,758	1,932,758			
HA-Wide Mgt. Imp.	DHC Security	1408		1,882,758	1,882,758			
HA-Wide Mgt. Imp.	Mod Staff training-continuation of ongoing program to educate & train personnel	1408		50,000	50,000			
HA-Wide Admin.	Allocation of staff salaries necessary to administer grant & Sundry (mileage, petty cash reimbursements for MOD Staff)	1410	10%	966,379	966,379			
HA-Wide Fees & Costs	A&E services based on anticipated design and construction mgt. Costs	1430		200,000	200,000			
HA-Wide Fees & Costs	Construction administration/construction management	1430		92,456	92,456			
MI 1-17 Charles Diggs Homes	Consultant - Termite abatement	1430			2,025			
MI 1-45 Sheridan Pl II Apts	Consultant - Investigate mold	1430		1,608	1,608			
HA-Wide Dwelling Structures	504 compliance Physical Improvements @ DHC properties	1460		250,000	250,000			
HA Wide Dwelling Structures	M&E - Installation of Fire E-Call System at Senior Sites	1460		761,364				
HA Wide Non Dwelling Structures	Replacement of HVAC@ 1301 East Jefferson	1470			250,000			
HA-Wide Non-Dwelling Equip.	Computer Replacement	1475		25,000	-			
HA-Wide Relocation Costs	Relocation Costs	1495.1		55,000	-			
HA-Wide	Contingency @ 8% of annual grant	1502		-	-			

MI 1-19 Scattered Sites	Repair and replace all facets (roofing, siding, windows & trim, Masonry etc.) of building to code as necessary including garages	1460	8 units	41,939			
MI 1-19 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	29,939			
MI 1-19 Scattered Sites	Vacant Unit Reduction	1460	5 units	50,000			
MI 1-20 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	24,066			
MI 1-20 Scattered Sites	Repair and replace all systems (mechanical, electrical) to codes as necessary	1460	8 units	33,939			
MI 1-20 Scattered Sites	Repair and replace all facets (roofing, siding, windows & trim, Masonry etc.) of building to code as necessary including garages	1460	8 units	41,939			
MI 1-20 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	29,939			
MI 1-20 Scattered Sites	Vacant Unit Reduction	1460	5 units	50,000			
MI 1-21 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	24,066			
MI 1-21 Scattered Sites	Repair and replace all systems (mechanical, electrical) to codes as necessary	1460	8 units	33,939			
MI 1-21 Scattered Sites	Repair and replace all facets (roofing, siding, windows & trim, Masonry etc.) of building to code as necessary including garages	1460	8 units	41,939			
MI 1-21 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	29,939			
MI 1-21 Scattered Sites	Vacant Unit Reduction	1460	5 units	50,000			
MI 1-26 State Fair Apts	Installation of dumpster enclosure	1450	1 enclosure	10,720	10,720		
MI 1-27 Warren West Apts	Cut & Patch asphalt	1450	1800 sf		6,201		
MI 1-27 Warren West Apts	Seal Coat asphalt	1450	21000 sf		2,412		

MI 1-27 Warren West Apts	Energy Audit - Installation of High Efficiency lighting	1460	1 ls		17,568		
MI 1-27 Warren West Apts	Replace boiler.gas/oil>1,000MBH	1470	4200 mbh		64,129		
MI 1-27 Warren West Apts	Replace hot water converter tube bundle	1470	1		10,822		
MI 1-27 Warren West Apts	Energy Audit - Installation of retro fit exit signs	1470	1 ls		466		
MI 1-27 Warren West Apts	Install commercial kitchen equipment	1475	1 kitchen	5,360	5,360		
MI 1-27 Warren West Apts	Replacement of fire hose	1475			2,996		
MI 1-29 Harriet Tubman Apts	Install chain link fence	1450	1380 lf	14,794	14,794		
MI 1-29 Harriet Tubman Apts	Paint Walls	1460	84000 sf		63,686		
MI 1-29 Harriet Tubman Apts	Paint Ceilings	1460	17500 sf		60,580		
MI 1-29 Harriet Tubman Apts	Renovate units for visually impaired	1460	2 units	53,600	53,600		
MI 1-29 Harriet Tubman Apts	Renovate units for audio impaired	1460	2 units		53,600		
MI 1-29 Harriet Tubman Apts	Energy Audit - Install weather stripping doors	1460	1 ls		14,054		
MI 1-29 Harriet Tubman Apts	Energy Audit - Install high efficiency lighting	1460	1 ls		18,714		
MI 1-29 Harriet Tubman Apts	Energy Audit - Install low flow shower heads	1460	1 ls		1,731		
MI 1-29 Harriet Tubman Apts	Energy Audit - Replace hot water motors	1460	1 ls		1,288		
MI 1-29 Harriet Tubman Apts	Replace refrigerators	1465.1	7 units	100,000	-		
MI 1-29 Harriet Tubman Apts	Replace washers	1465.1	7 units	3,452	3,452		
MI 1-29 Harriet Tubman Apts	Energy Audit - Install retro fit exit signs	1470	1 ls		644		

MI 1-29 Harriet Tubman Apts	Replacement of fire hose	1475	24		12,621			
MI 1-37 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	24,066	-			
MI 1-37 Scattered Sites	Repair and replace all systems (mechanical, electrical) to codes as necessary	1460	8 units	33,939	-			
MI 1-37 Scattered Sites	Repair and replace all facets (roofing, siding, windows & trim, Masonry etc.) of building to code as necessary including garages	1460	8 units	41,939	-			
MI 1-37 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	29,939	-			
MI 1-37 Scattered Sites	Vacant Unit Reduction	1460	5 units	50,000	-			
MI 1-38 Scattered Sites	Repair sidewalks and driveways to code as necessary	1450	8 units	24,066	-			
MI 1-38 Scattered Sites	Repair and replace all systems (mechanical, electrical) to codes as necessary	1460	8 units	33,939	-			
MI 1-38 Scattered Sites	Repair and replace all facets (roofing, siding, windows & trim, Masonry etc.) of building to code as necessary including garages	1460	8 units	41,939	-			
MI 1-38 Scattered Sites	Repair and replace all in-unit fixtures, systems and entry doors to code	1460	8 units	29,938	-			
MI 1-38 Scattered Sites	Vacant Unit Reduction	1460	5 units	50,000	-			
MI 1-45 Sheridan Pl II Apts	Seal Coat asphalt	1450	30450 sf		3,497			
MI 1-45 Sheridan Pl II Apts	Carpet Replacement	1460	1400 sy		43,493			
MI 1-45 Sheridan Pl II Apts	Paint walls	1460	48000 sf		34,617			
MI 1-45 Sheridan Pl II Apts	Replacement of fire alarm panel	1475	1		23,771			
MI 1-45 Sheridan Pl II Apts	Replace trash compactor	1475	1 ls		10,540			
MI 1-45 Sheridan Pl II Apts	Commercial Kitchen Upgrade	1475	1 kitchen	8,443	8,443			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150105			Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide Operations	09/30/07			09/30/09			
HA-Wide: Police & Security	09/30/07			09/30/09			
HA-Wide Administration	09/30/07			09/30/09			
HA-Wide Fees & Costs	09/30/07			09/30/09			
504 Compliance Physical Improvements	09/30/07			09/30/09			
Replacement of HVAC @ 1301 E Jefferson	09/30/07			09/30/09			
Smith Homes - Replacement of freezing pipes	09/30/07			09/30/09			
Douglass Homes - Total unit rehabilitation	09/30/07			09/30/09			
Douglass Homes - Replace cab finishes	09/30/07			09/30/09			
Douglass Homes - Replace traction elevator mach & controls	09/30/07			09/30/09			
Douglass Homes - Replacement of trash compactor	09/30/07			09/30/09			
Sheridan PI I - Carpet Replacement	09/30/07			09/30/09			
Sheridan PI I - Paint Walls	09/30/07			09/30/09			
Sheridan PI I - Paint Ceilings	09/30/07			09/30/09			
Sheridan PI I - Commercial Kitchen upgrade	09/30/07			09/30/09			
Sheridan PI I - Replacment of fire hose	09/30/07			09/30/09			
Sheridan PI I - Replacment of fire panel	09/30/07			09/30/09			
State Fair - Installation of dumpster enclosure	09/30/07			09/30/09			
Warren West - Cut,patch & seal coat asphalt	09/30/07			09/30/09			
Warren West - Instillation of lighting	09/30/07			09/30/09			
Warren West - Replace boiler, hot water converter tube bundle	09/30/07			09/30/09			
Warren West - Installation of retro fit exti signs	09/30/07			09/30/09			
Warren West - Install commerical kitchen	09/30/07			09/30/09			
Warren West - replacement of fire hose	09/30/07			09/30/09			
Harriet Tubman - Energy audit work items	09/30/07			09/30/09			
Harriet Tubman - Replacement of washers	09/30/07			09/30/09			

Harriet Tubman - Replacement of fire hose	09/30/07			09/30/09			
Harriet Tubman - Install chain link fence	09/30/07			09/30/09			
Harriet Tubman - Paint Walls	09/30/07			09/30/09			
Harriet Tubman - Paint Ceilings	09/30/07			09/30/09			
Harriet Tubman - Renovate units for visually/audio impaired	09/30/07			09/30/09			
Sheridan Pl II - Seal coat asphalt	09/30/07			09/30/09			
Sheridan Pl II - Carpet Replacment	09/30/07			09/30/09			
Sheridan Pl II - Paint walls	09/30/07			09/30/09			
Sheridan Pl II - Replacment of fire alarm panel	09/30/07			09/30/09			
Sheridan Pl II - replace trash compactor	09/30/07			09/30/09			
Sheridan Pl II - Commercial kitchen upgrade	09/30/07			09/30/09			
Brewster Homes - Replace aluminum windows	09/30/07			09/30/09			
Brewster Homes - Install screen doors	09/30/07			09/30/09			
Brewster Homes - Replace storm doors	09/30/07			09/30/09			
Brewster Homes - Replace interior doors	09/30/07			09/30/09			
Brewster Homes - Repair wall finishes	09/30/07			09/30/09			

**DETROIT HOUSING COMMISSION
CFP2005 BUDGET NARRATIVE**

BLI	Revision Amount	COMMENTS
Fees & Costs - BLI 1430	\$ 2,025.00	Change due to new work item - termite abatement at Diggs Homes
Site Improvements - BLI 1450	\$ (120,330.00)	Change due to deletion of repair of sidewalks & driveways at the 5 scattered sites
	\$ (24,442.00)	Change due to deletion of replacement of concrete at Jeffries East Homes
	\$ (250,000.00)	Change due to deletion of Douglas Homes replacement of irrigation system - item is currently budgeted in CFP04
	\$ 12,110.00	New work items at Warren West & Sheridan PI II Apts - cut, patch and seal/coat asphalt
Total change for BLI 1450	\$ (382,662.00)	
Dwelling Structures - BLI 1460	\$ 177,800.00	Change due to increase in estimate for the replacement of freezing pipes at Smith Homes
	\$ (761,364.00)	Change due to deletion of the installation of E-Call system at senior sites - items moved to another CFP year
	\$ 1,284,999.00	Change due to additional units to be included in the unit rehabilitation at Douglass Homes
	\$ (779,085.00)	Change due to deletion of all dwelling unit related work items at the 5 scattered sites
	\$ 91,893.00	New work items at Sheridan PI I Apts
	\$ 17,568.00	New work items at Warren West Apts
	\$ 53,600.00	Addition of unit renovation for audio impaired at Harriet Tubman Apts
	\$ 160,053.00	Additional new work items at Harriet Tubman Apts
	\$ 78,110.00	Additional new work items at Sheridan PI II Apts

	\$	192,506.00	Additional new work items at Brewster Homes
	\$	(351,640.00)	Change due to deletion of work items at Jeffries East Homes
Total change for BLI 1460	\$	164,440.00	
Dwelling Equipment - BLI 1465.1	\$	(100,000.00)	Change due to deletion of replacment of refrigerators at Harriet Tubman Apts
	\$	(7,890.00)	Change due to deletion of replacment of washers at Douglass Homes
Total change for BLI 1460	\$	(107,890.00)	
Non Dwelling Structures - BLI 1470	\$	250,000.00	Change due to new work item to replace the HVAC at 1301 East Jefferson
	\$	75,417.00	New work items at Warren West Apts
	\$	644.00	New work items at Harriet Tubman Apts
Total change for BLI 1470	\$	326,061.00	
Non Dwelling Equipment - BLI 1475	\$	(25,000.00)	Deletion of computer replacement work item
	\$	67,486.00	New work item to replace fire hoses and panel at Warren West, Harriet Tubman and Sheridan PI I &II Apts
	\$	10,540.00	New work item at Sheridan PI II - trash compactor replacement
Total change for BLI 1475	\$	53,026.00	
Relocation Costs - BLI 1495.1	\$	(55,000.00)	Deletion of work item - funds available in other years

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Detroit Housing Commission	Grant Type and Number Capital Fund Program Grant No: MI28P00150106	Federal FY of Grant: 2006
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,932,758	-	-	-
3	1408 Management Improvements Soft Costs	1,932,758	-	-	-
	Management Improvements Hard Costs	-	-	-	-
4	1410 Administration	966,379	-	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	315,993	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	397,703	-	-	-
10	1460 Dwelling Structures	3,457,154	-	-	-
11	1465.1 Dwelling Equipment—Nonexpendable	16,106	-	-	-
12	1470 Nondwelling Structures	422,496	-	-	-
13	1475 Nondwelling Equipment	42,445	-	-	-
14	1485 Demolition	180,000	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1502 Contingency	-	-	-	-
	Amount of Annual Grant: (sum of lines 2 to 19.)	9,663,792	-	-	-
	Amount of line related to LBP Activities	-	-	-	-

Amount of line	related to Section 504 compliance	-	-	-	-
Amount of line	related to Security -Soft Costs	1,882,758	-	-	-
Amount of line	related to Security-- Hard Costs	-	-	-	-
Amount of line	related to Energy Conservation Measures	-	-	-	-
Collateralization Expenses or Debt Service		-	-	-	-
Signature of Executive Director & Date					

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150106				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
HA-Wide	Operations-20% of annual grant	1406	20%	1,932,758				
HA-Wide Mgt. Imp.	DHC Security	1408		1,882,758				
HA-Wide Mgt. Imp.	Mod Staff training-continuation of ongoing program to educate & train personnel	1408		50,000				
HA-Wide Admin.	Allocation of staff salaries necessary to administer grant & Sundry (mileage, petty cash reimbursements for MOD Staff)	1410	10%	966,379				
HA-Wide Fees & Costs	A&E services based on anticipated design and construction mgt. Costs	1430		315,993				
HA Wide Dwelling Structures	Occupied Unit Painting	1460		198,874				
HA Wide Non Dwelling Structures	Seal coat asphalt	1450	23000 sf	2,641				
HA Wide Non Dwelling Structures	Paint exterior walls @ Central Maintenance	1470	9000 sf	9,986				
HA Wide Non Dwelling Structures	Replace sliding gate controls @ Central Maintenance	1470	2	7,101				
HA Wide Non Dwelling Structures	Masonry repair @ Central Garage	1470	1200 sf	7,323				
HA Wide Non Dwelling Structures	Paint exterior walls @ Central Garage	1470	4000 sf	4,438				
HA Wide Non Dwelling Structures	Replace roof flashing	1470	100 lf	1,110				
HA Wide Non Dwelling Structures	Replace built up roof	1470	11200 sf	50,160				
HA Wide Non Dwelling Structures	Replace carpet	1470	1800 sy	96,200				

HA Wide Non Dwelling Structures	Paint walls	1470	30000 sf	22,393			
HA Wide Non Dwelling Structures	Paint ceilings	1470	5000 sf	3,732			
HA Wide Non Dwelling Structures	Replace acoustical tile ceiling	1470	2000 sf	3,560			
HA Wide Non Dwelling Structures	Replace roof top units	1470	50 ton	68,901			
MI 1-05 Charles Terrace	Installation of property identification sign	1450	2	42,916			
MI 1-05 Charles Terrace	Lead Abatement	1460	49 units	490,000			
MI 1-05 Charles Terrace	Energy audit - Installation of weather stripping windows	1460	1 ls	6,524			
MI 1-05 Charles Terrace	Energy audit - Installation high efficiency lighting	1460	1 ls	3,495			
MI 1-06 Smith Homes	Signage/play equipment	1450		25,000			
MI 1-06 Smith Homes	Down Unit Renovation	1460	3	66,571			
MI 1-06 Smith Homes	Energy audit - Installation of high efficiency lighting	1460	1 ls	7,637			
MI 1-06 Smith Homes	Replace storm doors	1460	312	26,871			
MI 1-08 Douglass Homes	Replace wrought iron fence & entry gates	1450	10000 lf	55,000			
MI 1-08 Douglass Homes	Total unit rehabilitation	1460	220 units	1,646,171			
MI 1-08 Douglass Homes	Replace water supply boiler, gas	1460	3000 mbh	83,214			
MI 1-08 Douglass Homes	Replace heating boiler, gas/oil>1000 MBH	1460	10000 mbh	133,142			
MI 1-08 Douglass Homes	Replace trash chutes	1460	1 ls	8,320			
MI 1-08 Douglass Homes	Replace trash compactor	1470	4 ls	29,560			
MI 1-11 Forest Park	Paint walls	1460	41520 sf	29,944			

MI 1-11 Forest Park	Energy audit - installation of low flow shower heads	1460	1 ls	8,308				
MI 1-11 Forest Park	Energy audit - Installation of high efficiency lighting	1460	1 ls	15,570				
MI 1-11 Forest Park	Replace wall furnace	1465.1	297	16,106				
MI 1-11 Forest Park	Energy audit - Installation of retro fit exit signs	1470	1 ls	355				
MI 1-11 Forest Park	Installation of security access system	1475	97	12,350				
MI 1-11 Forest Park	Replace fire hose	1475	14	2,330				
MI 1-17 Diggs Homes	Install wrought iron fence	1450		143,000				
MI 1-17 Diggs Homes	Energy audit - Replace photocells	1460	1 ls	355				
MI 1-17 Diggs Homes	Energy audit - Installation of weather stripping windows	1460	1 ls	20,578				
MI 1-17 Diggs Homes	Energy audit - Installation of weather stripping doors	1460	1 ls	17,309				
MI 1-17 Diggs Homes	Energy audit - Installation of high efficiency lighting	1460	1 ls	24,003				
MI 1-18 Sheridan I Pl Apts	Energy audit - Installation of high efficiency site lighting	1450	1 ls	27,054				
MI 1-18 Sheridan I Pl Apts	Replace built up roof	1460	11900 sf	51,493				
MI 1-18 Sheridan I Pl Apts	Energy audit - installation of low flow shower heads	1460	1 ls	18,087				
MI 1-18 Sheridan I Pl Apts	Energy audit - Replace hot water motors	1460	1 ls	1,686				
MI 1-18 Sheridan I Pl Apts	Installation of Security Access System	1475	200	23,771				
MI 1-18 Sheridan I Pl Apts	Energy audit - Installation of retro fit exit signs	1470		621				
MI 1-19 Scattered Sites	Demoliton	1485	1 unit	10,000				
MI 1-20 Scattered Sites	Demolition	1485	1 unit	10,000				

MI 1-21 Scattered Sites	Demolition	1485	11 units	110,000			
MI 1-26 State Fair Apts	Energy audit - Installation of high efficiency lighting	1460		28,404			
MI 1-26 State Fair Apts	Energy audit - installation of low flow shower heads	1460		17,309			
MI 1-26 State Fair Apts	Installation of security access system	1460	200	22,967			
MI 1-26 State Fair Apts	Installation of door, aluminium sliding with screen	1460	200	74,643			
MI 1-26 State Fair Apts	Replace boiler, gas/oil>1000mbh	1470	7140 mbh	101,835			
MI 1-26 State Fair Apts	Energy audit - Installation of retro fit exit signs	1470	1 ls	2,450			
MI 1-26 State Fair Apts	Installation of tank, domestic hot water storage, 1000 gallon	1470	1 ls	11,484			
MI 1-26 State Fair Apts	Replace fire hose	1475	24	3,994			
MI 1-27 Warren West Apts	Installation of security access system	1460	143	14,300			
MI 1-29 Harriet Tubman Apts	Installation of security access system	1460	200	22,967			
MI 1-37 Scattered Sites	Demolition	1485	3	30,000			
MI 1-38 Scattered Sites	Demolition	1485	2	20,000			
MI 1-42 Sojourner Truth Add	Replace damaged concrete	1450	600 sf	2,530			
MI 1-42 Sojourner Truth Add	Install site signage	1450	1 lot	85,000			
MI 1-42 Sojourner Truth Add	Energy audit - Installation of high efficiency lighting	1460	1 ls	28,381			
MI 1-42 Sojourner Truth Add	Energy audit - Installation of retro fit exit signs	1470	1 ls	67			
MI 1-45 Sheridan Pl II Apts	Replace built up roof	1460	11300 sf	51,656			

MI 1-45 Sheridan Pl II Apts	Energy audit - Installation of high efficiency lighting	1460		27,675			
MI 1-45 Sheridan Pl II Apts	Energy audit - Replace hot water motors	1460		1,095			
MI 1-45 Sheridan Pl II Apts	Energy audit - installation of low flow shower heads	1460		17,309			
MI 1-45 Sheridan Pl II Apts	Replace traction elevator machinery & controls	1460		235,218			
MI 1-45 Sheridan Pl II Apts	Installation of security access system	1460	200	23,771			
MI 1-45 Sheridan Pl II Apts	Energy audit - Installation of retro fit exit signs	1470	1 ls	1,176			
MI 1-50 Brewster Homes	Seal coat asphalt	1450	131250 sf	14,562			
MI 1-50 Brewster Homes	Energy audit - Installation of high efficiency lighting	1460		21,192			
MI 1-50 Brewster Homes	Energy audit - installation of low flow shower heads	1460		12,116			
MI 1-50 Brewster Homes	Energy audit - Installation of retro fit exit signs	1470		44			

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part III: Implementation Schedule**

PHA Name: Detroit Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P00150106					Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	Work Item	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
		09/30/08			09/30/10			
HA-Wide Operations		09/30/08			09/30/10			
HA-Wide: Security		09/30/08			09/30/10			
HA Wide: Staff & Resident Training		09/30/08			09/30/10			
HA-Wide Administration		09/30/08			09/30/10			
HA-Wide Fees & Costs		09/30/08			09/30/10			
MI I-06 Smith Homes: Construction of new community/administrative bldg.		09/30/08			09/30/10			
HA Wide Dwelling Structures	Occupied Unit Painting	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Seal coat asphalt	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Paint exterior walls @ Central Maintenance	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Replace sliding gate controls @ Central	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Masonry repair @ Central Garage	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Paint exterior walls @ Central Garage	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Replace roof flashing	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Replace built up roof	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Replace carpet	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Paint walls	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Paint ceilings	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Replace acoustical tile ceiling	09/30/08			09/30/10			
HA Wide Non Dwelling Structures	Replace roof top units	09/30/08			09/30/10			

MI 1-05 Charles Terrace	Installation of property identification sign	09/30/08			09/30/10			
MI 1-05 Charles Terrace	Lead Abatement	09/30/08			09/30/10			
MI 1-05 Charles Terrace	Energy audit - Installation of weather stripping windows	09/30/08			09/30/10			
MI 1-05 Charles Terrace	Energy audit - Installation high efficiency lighting	09/30/08			09/30/10			
MI 1-06 Smith Homes	Signage/play equipment	09/30/08			09/30/10			
MI 1-06 Smith Homes	Down Unit Renovation	09/30/08			09/30/10			
MI 1-06 Smith Homes	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-06 Smith Homes	Replace storm doors	09/30/08			09/30/10			
MI 1-08 Douglass Homes	Replace wrought iron fence & entry gates	09/30/08			09/30/10			
MI 1-08 Douglass Homes	Total unit rehabilitation	09/30/08			09/30/10			
MI 1-08 Douglass Homes	Replace water supply boiler, gas	09/30/08			09/30/10			
MI 1-08 Douglass Homes	Replace heating boiler, gas/oil>1000 MBH	09/30/08			09/30/10			
MI 1-08 Douglass Homes	Replace trash chutes	09/30/08			09/30/10			
MI 1-08 Douglass Homes	Replace trash compactor	09/30/08			09/30/10			
MI 1-11 Forest Park	Paint walls	09/30/08			09/30/10			
MI 1-11 Forest Park	Energy audit - installation of low flow shower heads	09/30/08			09/30/10			
MI 1-11 Forest Park	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-11 Forest Park	Replace wall furnace	09/30/08			09/30/10			
MI 1-11 Forest Park	Energy audit - Installation of retro fit exit signs	09/30/08			09/30/10			
MI 1-11 Forest Park	Installation of security access system	09/30/08			09/30/10			

MI 1-11 Forest Park	Replace fire hose	09/30/08			09/30/10			
MI 1-17 Diggs Homes	Install wrought iron fence	09/30/08			09/30/10			
MI 1-17 Diggs Homes	Energy audit - Replace photocells	09/30/08			09/30/10			
MI 1-17 Diggs Homes	Energy audit - Installation of weather stripping windows	09/30/08			09/30/10			
MI 1-17 Diggs Homes	Energy audit - Installation of weather stripping doors	09/30/08			09/30/10			
MI 1-17 Diggs Homes	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-18 Sheridan I Pl Apts	Energy audit - Installation of high efficiency site lighting	09/30/08			09/30/10			
MI 1-18 Sheridan I Pl Apts	Replace built up roof	09/30/08			09/30/10			
MI 1-18 Sheridan I Pl Apts	Energy audit - installation of low flow shower heads	09/30/08			09/30/10			
MI 1-18 Sheridan I Pl Apts	Energy audit - Replace hot water motors	09/30/08			09/30/10			
MI 1-18 Sheridan I Pl Apts	Installation of Security Access System	09/30/08			09/30/10			
		09/30/08			09/30/10			
MI 1-18 Sheridan I Pl Apts	Energy audit - Installation of retro fit exit signs	09/30/08			09/30/10			
MI 1-19 Scattered Sites	Demolition	09/30/08			09/30/10			
MI 1-20 Scattered Sites	Demolition	09/30/08			09/30/10			
MI 1-21 Scattered Sites	Demolition	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Energy audit - installation of low flow shower heads	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Installation of security access system	09/30/08			09/30/10			

MI 1-26 State Fair Apts	Installation of door, aluminium sliding with screen	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Replace boiler, gas/oil>1000mbh	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Energy audit - Installation of retro fit exit signs	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Installation of tank, domestic hot water storage, 1000 gallon	09/30/08			09/30/10			
MI 1-26 State Fair Apts	Replace fire hose	09/30/08			09/30/10			
MI 1-27 Warren West Apts	Installation of security access system	09/30/08			09/30/10			
MI 1-29 Harriet Tubman Apts	Installation of security access system	09/30/08			09/30/10			
MI 1-37 Scattered Sites	Demolition	09/30/08			09/30/10			
MI 1-38 Scattered Sites	Demolition	09/30/08			09/30/10			
MI 1-42 Sojourner Truth Add	Replace damaged concrete	09/30/08			09/30/10			
MI 1-42 Sojourner Truth Add	Install site signage	09/30/08			09/30/10			
MI 1-42 Sojourner Truth Add	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-42 Sojourner Truth Add	Energy audit - Installation of retro fit exit signs	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Replace built up roof	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Energy audit - Replace hot water motors	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Energy audit - installation of low flow shower heads	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Replace traction elevator machinery & controls	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Installation of security access system	09/30/08			09/30/10			
MI 1-45 Sheridan Pl II Apts	Energy audit - Installation of retro fit exit signs	09/30/08			09/30/10			

MI 1-50 Brewster Homes	Seal coat asphalt	09/30/08			09/30/10			
MI 1-50 Brewster Homes	Energy audit - Installation of high efficiency lighting	09/30/08			09/30/10			
MI 1-50 Brewster Homes	Energy audit - installation of low flow shower heads	09/30/08			09/30/10			
MI 1-50 Brewster Homes	Energy audit - Installation of retro fit exit signs	09/30/08			09/30/10			

**Draft Memorandum of Agreement (MOA)
Part B
Performance Targets and Strategies**

US Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Troubled Agency Recovery

PHA Name: Detroit Housing Commission PHA FYE: 6/30 Plan Term: 1 Year*

The final impact of the identified targets and strategies may take more than one year for the improvements to affect the average score for some indicators.

Operational Area: 1. GOVERNANCE

Targets and Strategies	Baseline as of: 10/1/2005	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
<p><i>1.1 Establish appropriate oversight and monitoring by the Board of Commissioners. [Reference: 24 CFR 811.105; Public Act 18 of 1937 as amended in 1996.</i></p>	<p><i>Inadequate understanding of performance issues to provide proper oversight</i></p>	<p><i>Ability to monitor MOA and maintain operations to meet regulatory requirements</i></p>	<p>9/20/06</p>	<p>Board / Executive Director- /Recovery Administrator</p>
<p>Targets and Strategies</p>	<p>Baseline as of: 10/1/2005</p>	<p>Final Performance Target</p>	<p>Estimated Completion Date</p>	<p>Lead staff for PHA and HUD</p>

<p><i>A. Provide training needed by the ED/Board/ Deputy Director and Appointing Officials to increase knowledge of their roles and oversight responsibilities.</i></p>	<p><i>Board is not adequately trained and has limited understanding of how to best exercise their roles & responsibilities</i></p>	<p><i>Increase Board knowledge of HUD SEMAP and PHAS Requirements for DHC operations Increase Executive Director and Deputy Director knowledge of HUD reporting requirements and job expectations</i></p>	<p><i>9/30/06</i></p>	<p>Board / Executive Director / Deputy Director</p>
<p>B. Establish a mentoring relationship with high performing authorities.</p>	<p><i>DHC is in need of a model of “How” to perform at a consistently high level</i></p>	<p><i>Established collaboration with a large high performing PHA</i></p>	<p><i>09/30/06</i></p>	<p>Board / Executive Director / Recovery Administrator</p>
<p>C. Develop a monthly report format for the ED and Board to use in monitoring key DHC operational performance</p>	<p><i>No Report currently exists</i></p>	<p><i>Dashboard Report format and content</i></p>	<p><i>12/31/2005</i></p>	<p>Executive Director and GM of-IT</p>
<p>D. DHC will develop a Strategic Plan as well as ensure that the Strategic Plan is consistent with the DHC’s Annual & Five Year Plans</p>	<p><i>No Plan Exists</i></p>	<p><i>Creation of Strategic Plan with Measurable Outcomes</i></p>	<p><i>6/30/06</i></p>	<p>Board of Commissioners and Recovery Administrator</p>
<p>Targets and Strategies</p>	<p>Baseline as of: 10/1/2005</p>	<p>Final Performance Target</p>	<p>Estimated Completion Date</p>	<p>Lead staff for PHA and HUD</p>

E. Monitor complete close-out of All OIG Audit Findings	Not Complete	Complete corrective actions	06/30/06	Board / Executive Director /Recovery Administrator–
1.2 Monitor implementation of the MOA. [Reference 24 CFR 902.75a]	Not Executed	Execute MOA	10/30/05	Board / Executive Director /Recovery Administrator
A. Develop a process for reviewing MOA progress.	Process not developed	Confirm process to include updates in monthly Board Meetings	10/30/05	Board / Executive Director /Recovery Administrator
B. Develop monthly report format to HUD.	Develop Process	Approve MOA update report at each monthly Board Meeting	10/30/05	Board / Executive Director /Recovery Administrator
1.3. Take steps to enforce rights under Cooperation Agreement [Reference: 24 CFR 811.105; State Law, Local Law]	Separation from the City of Detroit has caused dispute in charges between the City and DHC	Execute a Cooperation Agreement	06/31/06	Board / Executive Director /Recovery Administrator -
A. Review and discuss baseline police services.	Inadequate baseline services being provided	Agreement between City and DHC which clearly defines baseline services	03/30/06	Board / Executive Director / Legal Counsel / Recovery Administrator
Targets and Strategies	Baseline as of: 10/1/2005	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD

B. Review and discuss baseline public services (e.g. water, sewer, trash collection, snow & ice removal, fire protection, ambulance/emergency services).	Inadequate baseline services being provided	Agreement between City and DHC which clearly defines baseline services	03/30/06	Board / Executive Director / Legal Counsel / Recovery Administrator /
C. Review and discuss Payment in Lieu of Taxes (PILOT).	PILOT not being Paid (CONTRARY TO THE FINANCIAL SECTION)	Agreement to pay PILOT	06/30/06	Board / Executive Director / Legal Counsel / Recovery Administrator /
D. Amend cooperation agreement and develop a tracking system to measure baseline services	No Tracking System	Establishment of a tracking system	6/30/06	Board / Executive Director / Legal Counsel / Recovery Administrator
E. Implement Tracking System	No Tracking System	Implement Tracking System	06/30/06	Board / Executive Director / Legal Counsel / Recovery Administrator
1.4 Establish short and long-term strategic plan that includes goals and objectives to guide the DHC to achieve Standard performance	No Recovery Plan or Strategic Plan	Establishment of a Recovery Plan and Strategic Plan.	12/31/05	Board / Executive Director /Recovery Administrator

Operational Area:

2. ORGANIZATION AND STAFFING

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
2.1 Develop/amend staffing and organizational chart and improve communication, accountability, and inter-departmental cooperation [Reference: HUD Guidebooks 7401.1 & 7401.7]	Dysfunctional Organization	Eliminate unnecessary Executive Positions	6/30/06	Board and Executive Director Recovery Administrator
A. Development of a Comprehensive Staffing Plan and conduct complete assessment of current staffing scheme	No Plan	Implementation of Staffing Plan	12/31/05	Recovery Administrator and Human Resources
1. Identify non-critical positions by Divisions	No Plan	Complete Analysis	11/30/05	Recovery Administrator and Human Resources
2. Complete a work demand analysis to identify critical staffing voids by division	No Analysis Completed	Complete Analysis	11/30/05	Recovery Administrator and Human Resources
3. Develop and modify position descriptions and experience necessary to fulfill the needs of organization	No Position Descriptions	Valid position description	12/31/05	Recovery Administrator and Human Resources
4. conduct analysis of pay scales through a compensation study	No compensation study	Complete Study	3/31/06	Recovery Administrator and Human Resources
B. Implement of a Staffing Plan	No Plan	Implement Plan	6/30/06	Recovery Administrator and Human Resources
C. Development of plan and Implement plan for site-based management and begin implementation .	Poor accountability for site based operations	Project based accountability for appearance and operations.	6/30/06	Board and Executive Director Recovery Administrator
D. Evaluate the feasibility of private management for all or part of the HA.	Inadequate, and poorly performing site personnel	Viable means to manage site operations within PHAS and HUD requirements.	6/30/06	Board and Executive Director Recovery Administrator

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
2.2 Develop Operational policies and procedure manual for all agency departments. [Reference: HUD Guidebooks 7401.1 & 7401.7; Public Reform Act of 1998]	SOP's Inadequate	SOP outlines to guide staff in performing critical procedures for compliance with HUD performance in PHAS.	6/30/05	Executive Director designating appropriate Department heads Recovery Administrator
2.3 Performance Evaluation	No standard for Evaluating Employees	Valid Standard	9/30/06	Recovery Administrator and Human Resources
A Development of Assessment Tool and identifies the rating period (CY or FY)	No Tool	Valid Tool for Measurement	3/31/06	Recovery Administrator and Human Resources
B. Develop and implement policies for bi-annual review	No standard review timeline	Schedule for reviews	6/30/06	Recovery Administrator and Human Resources
1. Midyear review			7/30/06	Recovery Administrator and Human Resources
2. FYE Review			12/31/06	Recovery Administrator and Human Resources
C. Link performance to system of personnel actions Work out plan Training Warning system Termination	No valid System	Valid System	6/30/06	Recovery Administrator and Human Resources
D. Establish system of performance incentives with rewards both monetary and non-monetary	No valid System	Valid System	6/30/06	Recovery Administrator and Human Resources
E. Initiate appropriate union negotiations to adopt revised position descriptions and performance standards in compliance with union contract and applicable state law.	Outdated and not meeting performance requirements	Update to match new organization performance needs	03/31/06	Board and Executive Director

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
2.4 Recruit and hire qualified Department Heads / or Outside Resources to Assist the Executive Director to implement the changes required. [Reference: HUD Guidebooks 701.1 & 7401.7, HA Personnel Policy, State Law]	Inadequate Staff Resources and Skill level	Adequate staff and skill levels demonstrating improvements to DHC operations	01/31/06	GM of Human Resources, Board and the Executive Director
A. Develop a solicitation package and appropriate salary level	Inadequate recruitment	Solicitation packages for the appropriate positions, or RFP for to obtain outside sources	11/30/05	Executive Director and the GM of Human Resources
B. Advertise locally, nationally, and in industry publications.	Inadequate recruitment	Wide Advertisement based on position salary level	11/30/05	GM of Human Resources
C. Review applications received; verify references; rank applicants.	Not hiring based on skill sets needed when under City HR	Select according to applicants who can improve operations with demonstrated skill and background for the position	12/30/05	GM of Human Resources
D. Select best qualified and negotiate terms of offer.	Improve hiring proficiency	Select appropriate candidate(s)	01/31/06	Executive Director and the GM of Human Resources

Operational Area:

3. FINANCE AND PROCUREMENT

PHAS Performance Targets		Baseline As of: 10/01/05	1 st qtr Performance Target	2 nd qtr Performance Target	3 rd qtr Performance Target	Final Performance Target
2-1	Current ratio	0	2.00	4.00	5.00	6.00
2-2	Expendable Fund Balance	0	2.00	4.00	5.00	6.00
2-3	Tenant Receivable Outstanding	0	1.00	2.00	3.00	3.00
2-4	Occupancy Loss	0	1.00	2.00	3.00	3.00
2-5	Expense Management/Utilities	0				1.50
2-6	Net Income/Loss Divided by the Expendable Fund Balance	0				1.50
FINANCE AND PROCUREMENT Targets and Strategies		Baseline As of: 10/01/05	Final Performance Target		Estimated Completion Date	Lead staff for PHA and HUD
3.1 <i>Improve Current Ratio (Current Assets divided by Current Liabilities). Reference: 24 CFR 902, Subpart C].</i>		0	6.00		09/30/06	Executive Director, Recovery Administrator Chief Financial Officer, HUD Financial Analyst
A.	Develop tracking method for current ratio.	Tracking Method not in place	Implement tracking method		12/31/05	
B.	Report monthly with progress report to Board/HUD beginning with 12/31/05.	Report is not in place	Implement reporting method to board		Beginning 12/31/05 on a monthly basis.	
C.	Properly manage all sources of income, i.e., grants, investments, donations, waiver of PILOT, CFP use for operations, local funding, increase occupancy, and reduce receivables.				09/30/06	

FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
D. Ensure balance of current ratio components are correctly stated in the financial statements. [QASS FY 2004 Review Finding].			09/30/06	
3.2 Increase the Expendable Fund Balance (Expendable fund balance divided by monthly operating expenses) -- [Reference: 24 CFR 902, Subpart C]	0.00	6.00	09/30/06	Executive Director, Recovery Administrator Chief Financial Officer, HUD Financial Analyst
A. Develop tracking method for expendable fund balance.			12/31/05	
B. Report monthly with progress report to Beginning with 12/31/05.			Beginning 12/31/05 on a monthly basis.	
C. Verify that costs are correctly classified and allocated. [Performance Target 3.14]			09/30/06	
D. Ensure that all liabilities are reported and properly classified in the financial statements - current vs non-current. [QASS FY2004 Review Finding].			09/30/06	
3.3 Reduce Tenant Receivables Outstanding (Average number of days tenant receivable are outstanding. The gross tenant accounts receivable at year-end divided by the total tenant revenue/365). -- [Reference: 24 CFR 902, Subpart C]	0.00	3.00	09/30/06	Executive Director, Recovery Administrator Chief Financial Officer, HUD Financial Analyst
A. Develop tracking method for tenant receivables.			12/31/05	
B. Report monthly with progress report to Board/HUD beginning with 12/31/05.			Beginning 12/31/05 on a	

			monthly basis.	
FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
D. Develop and utilize effective write-off policies that address the QASS FY 2004 Finding.			03/31/06	
3.4 Reduce the Occupancy Loss, which measures the vacancy rate for the year. (One minus unit months leased divided by unit months available). -- [Reference: 24 CFR 902, Subpart C]	0.00	3.00	09/30/06	Executive Director, Recovery Administrator Chief Financial Officer, HUD Financial Analyst
A. Develop tracking method to determine occupancy loss.			12/31/05	
B. Track which units are approved for demolition, conversion, and modernization and used for non-dwelling purposes as outlined in Performance Targets 4.3 and 4.4.			12/31/05	
C. Track weekly and report to GM of Public Housing and the Executive Director. Report monthly with progress report to Board and HUD.		Summary report to Board	Beginning 12/31/05 on a monthly basis.	General Manager of Operations, General Manager of Modernization & Development

FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
D. Develop specific strategies to increase occupancy as outlined in Performance Target 4.1 and 4.2.		Cooperation of Procurement and accounting to provide adequate resources to LIPH in timely manner	03/31/06	Executive Director, Chief Financial Officer, HUD Financial Analyst, General Manager of Operations, General Manager of Modernization & Development, General Manager of Purchasing
3.5 Expense Management/Utilities	0.00	1.50	09/30/06	Chief Financial Officer, Chief Procurement Officer Executive Director, HUD Financial Analyst
A. Implement expense tracking mechanism to monitor the administrative and ordinary maintenance expense.			12/31/05	Chief Financial Officer, Chief Procurement Officer

B.	Analyze spending patterns and develop strategies for cost-cutting strategies.			12/31/05	Chief Financial Officer, Chief Procurement Officer
FINANCE AND PROCUREMENT Targets and Strategies		Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
C.	Assess the ordinary maintenance and administrative expense for appropriateness.			12/31/05	Chief Financial Officer, Chief Procurement Officer
D.	Verify that costs are correctly classified and allocated. [Performance Target 3.14]			03/31/06	
E.	Review appropriateness of expenses charged to Low Rent Public Housing.			03/31/06	
F.	Procure for a Gas Utility provider			06/30/06	
G.	Review cost effectiveness of utilities provided by the City			03/31/06	
3.6	Improve the Net Income/Loss Ratio (Measures how the year's operations have affected the PHA's viability.) -- [Reference: 24 CFR 902, Subpart C]	0.00	NI or NL/Reserve = 20%	09/30/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
A.	Develop tracking method for net income/loss and fund balance.			12/31/05	
B.	Analyze income and expenses to assure a balanced			03/30/06	

budget or positive cash flow.			Beginning	
C. Revise budget based on analysis.			03/31/06	
D. Report monthly with status report to the Board and HUD beginning 12/31/05. Assure income and expenses are in compliance with the latest approved budget.			Beginning 12/31/05 on a monthly basis.	
FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
3.7 Comply with OMB Circular A-133 by completing and submitting the Annual Audit. -- [Reference: OMB Circular A-133, 24 CFR 990.120, OIG]		Will request 90 days waiver for submittal to REAC.	06/30/06	Executive Director, Recovery Administrator Chief Financial Officer, HUD Financial Analyst
A. Assure timely submission.				
1. Submit FY 2005 unaudited financial statements to REAC within the approved time extension			11/29/05	
2. Procure FY 2005 auditor with conditions that will resolve the FY 2004 QASS Findings			11/30/05	
B. Clear IPA Audit findings FY 2003 & 2004.			06/30/06	
C. Resolve any questioned costs and assure IPA audits are resolved timely.			06/30/06	Executive Director, Recovery Administrator, Chief Financial Officer
D. Review and implement corrective action or recommendations from OIG Audit Findings			06/30/06	Executive Director, Recovery

				Administrator, Chief Financial Officer
E. Determine audit requirements.			12/31/05	
FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
3.8 Convert to GAAP Accounting. (Transition from HUD accounting). -- [Reference: 24 CFR 902.33]	Incomplete according to FY2004 QASS review		06/30/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
A. Verify conversion has been implemented and is completed.			06/30/06	General Counsel
B. Secure deeds and title documents of reported properties and equipment. [QASS FY2004 Review Finding].			06/30/06	General Counsel
3.9 Review Property Inventory Practices and implement necessary procedures. - [Reference: HUD Guidebook 7510.1]			03/31/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
A. Develop and maintain a systematic property ledger.			03/31/06	
B. Conduct annual physical inventory of dwelling/non dwelling equipment.			8/31/05 – raw data available from contractor	

C.	Conduct physical inventory of maintenance and other expendable supplies. (See also Performance Target 5.6)			8/31/05 for FY05 count	
	FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
D.	Adjust the property ledger and inventory accounts, based on results of physical inventory. (See also Performance Target 5.6)			12/31/05	
3.10	Obtain General Depository Agreements. [Reference: Annual Contributions Contract; HUD Guidebook 7410.0]			12/31/05	Executive Director, Chief Financial Officer, HUD Recovery Administrator
3.11	Allocate costs accurately among programs. [Reference: OMB Circular A-87].			06/30/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
A.	Complete training in establishing the allocation of administrative costs.			3/31/06	
B.	Develop/update the allocation plan.			6/30/06	
3.12	Improve financial management of the PHA. [Reference: HUD Guidebooks 7510.1 & 7475.1].			09/30/06	Executive Director, Chief Financial Officer, HUD

				Financial Analyst
A. Secure the technical assistance of qualified professionals to develop the Standard Operating Policy and Procedures including Internal Controls and provide oversight to all payments.			11/01/05	
B. Obtain Board resolution for all policy and procedures manual.			06/30/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
C. Prepare periodic financial reports and schedules			Beginning 12/31/05	
D.				
FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
1. Bank Reconciliation Statements			Beginning 12/31/05	
2. Receivables Aging Schedule			Beginning 12/31/05	
3. Current Payables Aging Schedule			Beginning 12/31/05	
4. Balance Sheet – combining and entity wide			Beginning 12/31/05	
5. Income Statement – combining and entity wide			Beginning 12/31/05	
6. Cash Flow Statements – combining and entity wide			Beginning 12/31/05	
7. Fixed Assets Reports			Beginning 12/31/05	
8. FASS Scores			Beginning 12/31/05	
9. Review Budgets to Actual			Beginning	

			12/31/05	
D. Evaluate finance department's staffing needs and appropriately assign duties and responsibilities:			03/31/06	
E. Procure a Fee Accountant that will assist in building the staff and financial oversight capacity, and also will resolve the FY 2004 QASS Findings			11/30/05	
F. Reconcile inter program due to/due from accounts.			12/31/05	
3.13 Improve timely submission of reports to HUD. [Reference: HUD Guidebook 7510.1]			On-going to 10/30/06	Executive Director, CFO, HUD FA
3.14 Provide PHA Technical Assistance and/or Training in Financial Planning. [Reference: OIG Issues]	Training needed for all management and financial staff		09/30/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
A. Budgeting (PHA-wide, program specific and departmental).			11/16/05	
B. Financial Management:			09/30/06	
1. Include bookkeeping (formal) and cash management/internal controls for Finance Staff.			09/30/06	
2. Basic financial training for non-financial staff and Board.			09/30/06	
C. Operating Subsidy Funding System.			07/30/06	
D. Financial Management Policies (Refer to Performance Target 3.15).			09/30/06	
E. Financial Analysis and Reporting			09/30/06	
3.15 Improve PHA procurement practices. [Reference: 24 CFR 85.36; HUD Guidebook 7460.8]			01/31/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
A. Develop/update, adopt and implement Agency-wide			12/30/06	

Procurement Policy and Contract Administration Procedures to include PHA, HUD, OMB and state requirements.				
B. Establish contracting file system.			01/31/06	
C. Develop and annual procurement plan.			01/31/06	
3.16 Verify staff compliance with agency procurement policies and practices. [Reference: 24 CFR 85.36, HA Procurement Policy; HUD Guidebook 7460.8]			06/30/06	Executive Director, Chief Financial Officer, HUD Financial Analyst
A. Ensure procurement is done in accordance with Procurement Policy and CFR 85.36, Handbook 7460.8 rev-1, HUD 5370			06/30/06	
FINANCE AND PROCUREMENT Targets and Strategies	Baseline As of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
B. Ensure Contracting Officer and Contracting Officer Representative(s) and their responsibilities are identified and carried out.			06/30/06	
C. Ensure compliance with thresholds and processes.			06/30/06	
D. Ensure that all contract files are properly maintained and documented.			06/30/06	
3.17 Provide PHA Technical Assistance and/or Training in Procurement [Reference: 24 CFR 85.36]			01/31/06	Executive Director, Chief Financial Officer, HUD Financial Analyst

Operational Area:

4. HOUSING MANAGEMENT

PHAS Performance Targets		Baseline as of: 10/01/05	1 st qtr Performance Target	2 nd qtr Performance Target	3 rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
2-4	Occupancy Loss	10%	8%	6%	5%	5%
3-1	Vacant Unit Turnaround Time	182.87	120	90	60	30

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
4.1 Reduce vacant unit turnaround time. [Reference: 24 CFR 901.10 & 902.43(a)(1)]	Failing Score	Improve Vacate Unit Turnaround time	7/31/06	GM of Public Housing, Maintenance & Mod Director, Procurement Director
A. Assessment of Vacant Units	Inadequate		10/31/05	GM of Public Housing
B. Development of Vacancy Log to accurately track vacant unit turnaround	Inadequate		12/31/05	
C. Develop a plan to address making current vacant units market ready. Include repairs and upgrades needed to meet current market standards. (See Performance Targets 4.2 and 7.1.)	Inadequate	Complete plan	12/31/05	GM of Public Housing, Maintenance & Mod Director, Procurement Director
D. Improve coordination between maintenance & management by developing and implementing SOP's.	Inadequate	Provide supplies or resources to accomplish the make-ready within 30 days.	3/31/06	GM of Public Housing, Maintenance & Mod Director, Procurement Director
E. Complete an accurate Unit Turnaround log	No Auditable Log	Valid Log	12/31/05	GM of Operations
4.2 Reduce vacancy loss. [Reference: 24 CFR 902 .35; Public Housing Occupancy Guidebook]	Failing Score	Less than 30 day average	7/31/06	General Manager of Public Housing

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
A. Develop Long term plan to address long term vacancies and address the occupancy cycle	Inadequate	Comprehensive Report	03/30/05	General Manager of Public Housing, General Manager of MAP, General Manager of Modernization
B. Develop and a plan to address problems identified; which may include deprogramming request, demo/dispo request, conversion request, improving services, and improving curb appeal, etc.	Inadequate	Submit Plan	12/30/06	General Manager of Public Housing, General Manager of MAP
C. Implement a plan to address problems identified; which may include deprogramming request, demo/dispo request, conversion request, improving services, and improving curb appeal, etc.	Inadequate	Implement Plan	9/30/06	
D. Establish method for routine coordination between maintenance, procurement, and leasing staffs by developing and implementing SOP.(Reference 2.2)	Inadequate	Procedure	3/31/06	Recovery Administrator and the General Manager of Public Housing, and GM Procurement
4.3 Conduct Annual Re-exams in a timely manner. [Reference: 24 CFR 960.209, 990.113]	Annual Re-exams not conducted in a timely manner	Conduct Annual Re-exams timely	4/30/06	
A. Identify late re-examination and develop plan cure late re-examination	Re-examination conducted in an untimely manner	Conduct re-examinations in a timely	12/30/05	
B. Develop tracking register for all annual re-exams and inspections.	Inadequate tracking of staff performance	Track individual and collective performance to identify when re-exams are not being completed 60 and 30 days prior to deadline.	01//30/05	General Manager of Public Housing & General Manager of IT

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
C. Development of a procedure to address all elements related to the timely and accurate completion of annual reexaminations.	Process not well documented	Document process and track performance	4/30/06	General Manager of Public Housing
4.4 Development of a schedule for submittal of required reports to HUD on a timely basis (e.g. MTCS, 50058's, HUD Form 52295 (TAR), HUD Form 51234). [Reference: HUD Guidebooks 7465.1, 7475.1]	Process not well documented	Document process and track performance	4/30/06	General Manager of Public Housing and GM of IT
4.5 Improve MTCS reporting to at least at an 95% level. [Reference: 24 CFR Part 908; PIH Notice 2005-13]	Process not well documented	Document process and track performance	6/30/05	General Manager of Public Housing and GM of IT, and HUD Technical Assistance
<i>A. Establish & implement procedures for timely submission of HUD 50058s; include quality control procedures to ensure accuracy of submissions</i>			3/31/06	
<i>B. Identify backlog of submissions (focusing on late reexaminations and inspections); establish a schedule for catching up; assign workload to staff.</i>			3/31/06	
C. Development of a Plan to Cure Current MTCS Errors and Long Term Plan to address the Future				
D. MTCS Report Rate		50%	12/30/05	
E. MTCS Report Rate		74%	03/31/06	
F. MTCS Report Rate		85%	04/30/06	
G. MTCS Report Rate		95%	06/30/06	
H. Reconcile Deficiency Report on submission of HUD Form 50058s and submit corrections as needed.	Process not well documented	Document process and track performance	12/30/05	General Manager of Public Housing and GM of IT
4.6 Complete Technical Assistance Training.				

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
Basic Occupancy Training on UIV, MEID, MTCS and 50058 reconciliation.	Staff qualifications and training not certified	Certified staff qualifications and attendance at training or hire new staff	11/30/05	HUD Office, Executive Director, GM of Human Resources
B. Ensure file folders are well organized and structured so that information supporting admission and annual reexamination can easily be located. Particular attention should be paid to 50058, utility allowances, third-party verification, income calculations, privacy act notifications, evidence of citizenship, social security data, birth certificates, community service compliance.	Tenant files not structured and incomplete	Tenant files structured and complete	02/28/06	General Manager of Public Housing
4.7 Develop and Implement marketing plans designated senior and family sites.	No marketing plan exists	Marketing plan implemented	03/31/06	General Manager of Public Housing and Chief Communications Officer
4.8 Review and revise DHC's Admissions and Continued Occupancy Policy and related procedures to ensure they are consistent with HUD requirements.	ACOP and procedures need improvement	Improved policy and procedures	03/31/06	GM of Public Housing, General Counsel, Chief of Operations, Director of MAPS, Property Managers and Maintenance
4.9 Develop and maintain waiting lists in accordance with ACOP. [Reference HUD Handbook 7465.1; Public Housing Reform Act of 1998] (MOVE TO OCCUPANCY MAKE READY) TURNAROUND	Waiting list management needs improvement	Improved waiting list management	01/31/06	GM of Public Housing, Chief of Operations, Director of MAPS and Property Managers
4.10 Resolve Open Findings	Open findings from HUD Reviews	Close all open HUD findings	09/30/06	
A Review to maintain consistency with state law and the ACCOP legal and operational problems with existing dwelling lease. [Reference 24 CFR 966.1-7]	Problems exist	Problems resolved	01/31/06	GM of Public Housing, Chief of Operations, Director of MAPS and Property Managers

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
B. Resolve operational findings and issues related to RIM review(s)	Findings and issues exist	Corrective action implemented	03/31/06	GM of Public Housing, Chief of Operations, Director of MAPS and Property Managers
C. Resolve open operational findings and issues related to the Management Review report dated April 2003	Findings and issues exist	Corrective action implemented	06/30/06	GM of Public Housing, Chief of Operations, Director of MAPS and Property Managers
D. Develop policies and procedures to resolve open issues identified in Voluntary Compliance Agreement (VCA) to comply with FHEO and 504 requirements	Policies and procedures inadequate	Policies and procedures sufficient	03/31/06	GM of Public Housing, General Counsel, Chief of Operations, Director of MAPS, Property Managers and Maintenance

Operational Area:

5. PROPERTY MAINTENANCE

PHAS Performance Targets		Baseline as of 10/01/05/	1 st qtr Performance Target	2 nd qtr Performance Target	3 rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
1	Physical Conditions	15				25
3-3a	Emergency Work Orders	Unable to Confirm	95%	99%	99%	99%
3-3b	Non-emergency Work Orders	Unable to Confirm	35	25	20	20 days
3-4a	Unit inspections	Unable to Confirm	25%	50%	75%	100%
3-4b	System inspections	Unable to Confirm	25%	50%	75%	100%

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
5.1 Improve Current Work Order (WO) Current Performance. [Reference: 24 CFR 901.25, 902.43(a)(4)]	Inadequate Documentation	Documented Performance	6/30/06	Maintenance Director
A. Develop Policy and Procedure to insure adequate data is collected to measure Emergency and Routine Work Order completion including tracking WO deferred to MOD.	Inadequate Documentation	Completed SOP, Monitoring tool and staff training	01/31/06	Maintenance Director

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
B. Document abatement of 100% of emergency Work Orders within 24 hours or less.	Inadequate Documentation	99% abatement within 24 hours for all Emergency Work orders opened in last quarter of MOA	6/30/06	Maintenance Director
C. Document completion of all Routine Work Orders within 25 days or less.	Inadequate Documentation	25 day average for all work orders opened in last quarter of MOA	6/30/06	Maintenance Director
D. Complete all Vacancy Preparation WO's and ensure that UPCS or more stringent local standards are met.	182.87	30 day average for all new units vacated in last quarter of MOA, Start Averaging 21 days in next Fiscal Year	8/30/06	Maintenance Director
E. Develop and implement an effective quality control system for all aspects of maintenance.	Inadequate	Policy	12/31/05	Maintenance Director
F. Develop tracking log/system capable of tracking completed and open Work Orders. The log must continue to track all Work Orders deferred to Modernization through completion in the Modernization Program.	Inadequate	New Process in harmony with 4.1 and 4.2	5/30/06	Maintenance Director & General Managers of IT and General Manager of MOD

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
5.2 Development of strategy and implementation strategy for abatement the backlog of Work Order	No strategy to abate backlogged work orders	Backlog of Work Orders abated	06/30/06	
A. Assessment of all outstanding work orders	No assessment	Completed Assessment	12/31/06	Maintenance Director
B. Plan			12/31/06	
C. Implement			3/31/06	
D. Measurement			6/30/06	
5.3 Improve Maintenance operations.	Inadequate operations	Finish Plan	09/30/06	Maintenance Director/Consultant

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
<p>A. Develop a Maintenance Plan to include, as a minimum, the following:</p> <ul style="list-style-type: none"> a) WO Procedures. b) WO Classifications (emergency vs. non-emergency etc.). c) Schedule for Inspections of units, buildings, sites, and systems. d) Inventory Controls. e) Work Schedules. f) Vacancy Preparation. g) Scheduled Preventive Maintenance. h) Service Contracts. i) Purchase Order/Blanket Purchase Order. j) Action plan relating to contracting vs. In-house. k) Annual Maintenance Budget. l) UPCS Inspection Criteria for buildings/systems. m) Quality control procedures (inspections, quality of work, wrench time, etc.). n) Cyclical maintenance schedule, to include curb appeal issues. 	Inadequate	Finish Plan	3/31/06	Maintenance Director/Consultant
B. Implement the Maintenance Plan	Inadequate	procedures	6/30/06	Maintenance Director
C. Update the annual of the Maintenance Plan and adjust as needed.	Inadequate	procedures	9/30/06	Maintenance Director General Manager MAPS
<p>5.4 Inspect all buildings, sites, and systems annually. [Reference: 24 CFR 5, Subpart G, 901.30, 902.23, 902.43(a)(5)]</p>	Inadequate	Inspect to UPCS standard	12/30/05	Maintenance Director

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
A. Identify all buildings, sites, and systems to be inspected according to the PHA's Maintenance plan.	Inadequate	Develop listing	11/30/05	Maintenance Director
B. Modify the systems inspection schedule already developed and use to track completion of inspections. Consider electronic inspections if necessary to achieve compliance.	Inadequate	Schedule	11/30/05	Maintenance Director
C. Confirm that Inspection form complies with or exceeds local building code and document comparative analysis. Modify inspection form as appropriate to comply with regulation and local building code.	Inadequate	Inspect to UPCS standard	12/30/05	Maintenance Director
5.5 Improve Physical Condition score. [Reference: 24 CFR 901.30, 902.23, 902.43(a)(5)]	19	25	6/30/06	ED/Modernization and Maintenance Director
A. Perform a Physical Needs Assessment and Analyze the most recent REAC Physical Condition inspection report to identify widespread deficiencies.	Poor REAC Performance	Prioritize needs	03/30/05	Modernization and Maintenance Director
B. Develop and implement a plan to correct identified deficiencies and Develop a plan to improve the condition and appearance of the building exteriors and sites (curb appeal).	Inadequate plan – does not address physical needs	Approve viable plan	06/30/06	Modernization and Maintenance Director
C. Schedule a limited inspection (i.e. smoke detectors) of all developments to prepare for REAC inspection.	Inadequate	Improve REAC Score	TBD	Site Managers
5.6 Ensure 100% of dwelling units are inspected annually using UPCS and/or more stringent local code. [Reference: 24 CFR 5, Subpart G, 901.30, 902.23, 902.43(a)(5)]	Not using UPCS	Use UPCS	06/30/06	ED/Maintenance Director
A. Conduct an analysis and determine the most stringent inspection code (Federal (UPCS), state or local housing or occupancy code).	Not using UPCS	Use UPCS	3/31/06	ED/Consultant
B. Develop standardized inspection form for dwelling units using UPCS and/or more stringent local code.	Not using UPCS	Use UPCS	4/30/06	ED/Consultant

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
C. Ensure that inspections are completed including quality control inspections are completed.	Not using UPCS	Use UPCS	6/30/06	ED/Maintenance Director
D. Ensure that work identified by the inspections are entered on the WO tracking log/system.	Not using UPCS	Use UPCS	6/30/06	ED/Maintenance Director
E. Conduct resident meetings to educate them on HA maintenance procedures, capital improvements and life safety issues, such as maintaining smoke detectors in proper operating condition and responsibilities for improving REAC performance scores for PASS	Inadequate	Improve Physical Condition of units	01/30/06	ED/Maintenance Director
F. Report results of meetings in monthly status/progress reports.	Inadequate	Track Progress	02/28/06	ED/Maintenance Director

Operational Area: 6. RESIDENT SERVICES AND INITIATIVES

PHAS Performance Targets		Baseline as of: 10/01/05	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
3-5	Economic self sufficiency	No Implementation plans	Development Implementation Plan	Implementation of Program Plan	In-house Audit of documentation of Performance in each Program	Meeting at least 60% of goals under the implementation plans
4	Resident satisfaction	NA				NA

Targets and Strategies	Baseline as of: 01/10/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
6.1 Improve accountability, documentation, and measurable effectiveness of resident related grants and/or Programs submitted with MASS. [Reference: 24 CFR Part 984]	No Implementation plans	Documented and auditable program performance where quantitative measures are a part of the grant or program performance	06/30/06	General Manager of Resident Services
A. Development of Implementation plans for all economic self-sufficient	No Implementation plans	Meeting at least 60% of goals under the implementation plans	12/30/05	General Manager of Resident Services
B. Execution of Implementation plans	No Implementation plans	Meeting at least 60% of goals under the implementation plans	06/30/06	General Manager of Resident Services
C. Develop internal procedures which include Grant requirements, documentation, and draw down responsibilities.	Procedures and functions are not adequately documented	Procedure document explaining core functions and procedures	01/31/06	General Manager of Resident Services

Targets and Strategies	Baseline as of: 01/10/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
D. Develop performance tracking and documentation system for each grant. Monitor grant activities to determine compliance with grant agreement, PHA procurement policies, and applicable laws and regulations.	Inadequate performance documentation and tracking system	An auditable performance tracking and reporting system for MASS certification	01/31/06	General Manager of Resident Services

Operational Area: 7. CAPITAL FUNDS

PHAS Performance Targets		Baseline as of: 10/01/05	1st qtr Performance Target	2nd qtr Performance Target	3rd qtr Performance Target	Final Performance Target
Indicator #:	Name:					
3-2a	Funds unexpended	Not Confirmed	Identified in CFP Plan by Year Reference 7.2	Identified in CFP Plan by Year Reference 7.2	Identified in CFP Plan by Year Reference 7.2	Funds expended in the proper timeframe
3-2b	Funds un-obligated	Not Confirmed	Identified in CFP Plan by Year Reference 7.2	Identified in CFP Plan by Year Reference 7.2	Identified in CFP Plan by Year Reference 7.2	Funds obligated in the proper timeframe
3-2c	Quality of work	Not Confirmed	Identified in CFP Plan by Year Reference 7.3	Identified in CFP Plan by Year Reference 7.3	Identified in CFP Plan by Year Reference 7.3	Proper Quality of Work
3-2d	Contract administration	Not Confirmed	Identified in CFP Plan by Year Reference 7.4	Identified in CFP Plan by Year Reference 7.4	Identified in CFP Plan by Year Reference 7.4	Proper Contract Administration
3-2e	Budget controls	Not Confirmed	Identified in CFP Plan by Year Reference 7.5	Identified in CFP Plan by Year Reference 7.5	Identified in CFP Plan by Year Reference 7.5	Proper Budget Controls

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
7.1 Improve the physical condition and long-term viability of the developments. [Reference: 24 CFR 968.315, 903.1-11]	15	25	6/30/06	Director of Modernization and Maintenance
A. Conduct a comprehensive physical needs assessment by development.	No Recent PNA completed	Complete an updated PNA	11/1/05	GM of Public Housing, Maintenance & Mod Director
B. Evaluate, prioritize and develop the five year action plan to include the comprehensive physical needs assessment.	Inadequate Plan – not up to date, to based on current needs	Completed Action Plan	4/30/06	Director of Modernization and Maintenance
C. Prepare a viability analysis using the estimates for the cost as contained in a Physical Needs Assessment along with operating cost and property appraisals to determine the best use of available modernization dollars and development sites.	No Recent PNA completed	Complete an updated PNA	4/30/06	GM of Public Housing, Maintenance & Mod Director, GM of Finance
D. Incorporate the results in the PHA Annual and Five Year Plans.	No Recent PNA completed	Complete an updated PNA	4/30/06	GM of Public Housing, Maintenance & Mod Director, GM of Finance
7.2 Improve the timely obligation and expenditure of capital funds. [Reference: 24 CFR 901.15(b)]	Funds are not obligated and expended in a timely manner	Funds are obligated and expended in a timely manner	09/30/06	
A. Assessment the status of capital funds in regards to capital funds	No Assessment undertaken	Assessment of status all capital funds	TBD depending CFP Obligation and Expenditure end dates	

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
B. Development Capital Fund Tracking System in regards to obligation and Expenditure of capital funds	No tracking system	Tracking system implemented	TBD depending CFP Obligation and Expenditure end dates	
C. Obligate funds within approved Implementation Schedules.	No implementation schedules	Creation of implementation schedules	TBD depending CFP Obligation and Expenditure end dates	To be determined
D. Expenditure funds within approved Implementation Schedules.			TBD depending CFP Obligation and Expenditure end dates	
E. Submit final Actual Modernization Cost Certificate (AMCC) to HUD and Close out all completed modernization programs pending final audit	No process in place to ensure AMCC is completed in a timely manner	AMCC granted in timely manner.	90 Days after the close fiscal year	
7.3 Improve the Quality of Physical Work. [Reference: 24 CFR 85.36]	No Procedures to ensure quality of work	Fully Implemented Procedures to ensure quality of physical work	6/30/06	

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
A. Establish quality control to insure compliance with Construction Contract documents to include contract monitoring and periodic construction inspections.	No process to ensure quality control of construction contracts	Fully Implemented Procedures to ensure quality control of construction contracts	4/30/06	
B. Establish periodic (weekly, monthly, etc.) progress meetings with Contractor and A/E.	Limited oversight of progress of A/E and Contractor	Fully Implemented process to monitor A/E firms and Contractors	On-going to begin with the 1 st Quarter	
7.4 Adequate proper contract administration	Inadequate contract administration	Proper contract administration	6/30/06	
A. Development of a contract administration program	No Program	Written Plan for contract Administration Program	03/31/06	
B. Implementation of contract administration program	No Program	Implementation of Contract Administration Program	4/30/06	
C. Development of contract administration quality control program	No Quality Control Program	Written Plan for contract Quality control of Administration Program	5/30/06	

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
D. Implementation of contract administration quality control program.	No Quality Control Program	Implementation of Contract Administration Program	6/30/06	
7.5 Establish more effective budget controls and capital fund tracking procedures. [Reference: 968.320, 902.43(a)(2)]	No Tracking System	Fully Implemented tracking system	TBD depending CFP Obligation and Expenditure end dates	
A. Assure proper authorization and training of personnel accessing LOCCS.	Limited DHC access to LOCCS	Proper training and access for LOCCS	4/30/06	
B. Development Policy & Procedure of Fugebility and Budget Revisions	No Procedure or Policy	Implementation of Procedure	2/28/06	
C. Submit P&E/semi-annual progress reports on a timely basis.	Reports are not submitted timely	Submittal of Reports Timely	4/30/06	
D. Update obligations & expenditures quarterly and call into LOCCS.	Obligation and expenditures not tracked quarterly	Information updated on a quarterly basis and call into LOCCS	Beginning 12/30/06	
7.6 Address and clear all Modernization findings & Hope VI and observations from previous reviews, audit findings, court orders, HUD reviews, and COE findings/deficiencies. [Reference: 24 CFR 85.40]	Open Findings	Close all findings	9/30/06	Development, Hope VI & HUD
A. Develop a schedule/plan for resolving findings.	Open Findings	Development of plan	2/28/06	

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
B. Report status and methods of resolution in monthly status/progress reports to HUD.	Open Findings	Monthly status reports	Beginning 3/30/06	
7.7 Comply with ADA/Section 504 requirements. As defined under the VCA [Reference: 24 CFR 968.110(a); PIH Notice 99-52]	Non-compliance	DHC is compliant	9/30/06	
A. Develop/update Self Assessment, Needs Assessment and Transition Plan(s).	504 Documentation was not available/located during assessment	Either perform a 504 Assessment or update the current plan with transition plan	6/30/06-Based Proposed VCA currently at FHEO	GM of Modernization and Maintenance or 504 Coordinator if appointed
B. Report progress on implementation of Transition Plan.	Need a plan based on the assessment	504 Compliance	Starting 8/2006	GM of Modernization and Maintenance or 504 Coordinator if appointed
7.8 Comply with energy audit requirements. [Reference: 24 CFR 965.302]	No energy Audit	Complete Audit	4/30/06	
A. Complete Energy Audit			12/30/05	
B. Incorporate results of Energy Audit in five year plan.	Need an Energy Audit	Completed Energy Audit	4/30/06	GM of Modernization and Maintenance and GM of Finance
C. Determine feasibility of Energy Performance Contracting.			4/30/06	GM of Modernization and Maintenance and GM of Finance

Operational Area: 8. SECURITY

PHAS Performance Targets	Baseline as of:	1st qtr Performance	2nd qtr Performance	3rd qtr Performance	Final Performance

Indicator #:	Name:	10/01/05	Target	Target	Target	Target
3-6a	Reporting and tracking crime	Inadequate reporting and tracking	Identify program elements that can be tracked for performance	Develop and implement tracking reports	Track performance for all programs	Documented performance tracking for each program
3-6b	Applicant screening	NA	NA	NA	NA	NA
3-6c	Lease enforcement	NA	NA	NA	NA	NA
3-6d	Grant management	NA	NA	NA	NA	NA

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
8.1 Develop tracking reports that demonstrate if programs are resulting in crime reduction and / or improving the quality of life in the PHA's developments. [Reference: Public Housing Reform Act of 1998; 24 CFR Part 84 & 761]	No tracking system and security plan	Implemented tracking system & execution of security plan	9/30/06	
A. Identify Program Elements that can be tracked and reported.	Inadequate tracking and documentation	Ability to track and report actual performance	11/30/05	
1) Identify the Elements, and set up tracking mechanisms, processes procedures and persons responsible for obtaining information in a document or hard copy for support documentation.	Reporting elements of all programs not clearly stated	Report elements and tracking system procedure established	11/30/05	

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
2) Develop the report formats to insure the proper data is captured and verified for program performance.	Report format not developed	Report format clear and comprehensive	12/30/05	
3) Implement the tracking report system	Not developed	Data being captured for all elements	11/30/05	
4) Document Program Performance for analysis	Not developed	Comparative Analysis report	2/20/06	
B. Evaluate the effectiveness of Police Services provided by local Law Enforcement Agency using the tracking system(s).	Effectiveness not clearly measured with program elements	Measurement of effectiveness of services provided	4/30/06	
C. Evaluate present PHA Security measures and determine if additional appropriate security measures are needed to enhance security and safety in public housing.	No regular evaluation using report elements is in place	Use reports to monitor security effectiveness	4/30/06	
D. Develop a security program for each development with input from residents and local law enforcement agencies.	Need a program at each development	Meetings and plan with local law enforcement representative for each development	5/30/06	
E. Implement the security program.	Not developed	Program underway	7/31/06	

Targets and Strategies	Baseline as of: 10/01/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
F. Evaluate the effectiveness of the security program and modify as appropriate using the tracking system.	Analysis not being performed	Evaluation of security program report delivered to Board and HUD	9/30/06	
G. Document the PHAS file for PHAS Certification	Inadequate documentation	Documented MASS Performance for Security Indicator	6/30/06	
8.3 Development of policy and procedures for ensure that denied applicants receive duty process	Procedure not being followed	MASS Documentation under sub-indicator	4/30/06	

Operational Area: 9. MANAGEMENT INFORMATION SYSTEMS

Targets and Strategies	Baseline as of: 10/30/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD

Targets and Strategies	Baseline as of: 10/30/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
9.1 Make MIS system modifications and adjustments so system adequately supports inspections, work orders, Vacant Unit Turnaround, MTCS reporting and is secure from information theft.	Inadequate System Setups or Software inadequate for meeting needs	Configured Software that supports tracking and reporting requirements	3/31/06	GM of IT, Procurement Director, GM of Public Housing
C. Modify the Work Order Software to allow capture and reporting of the Emergency abatement time and date.	Inadequate data being captured for MASS Certification	Add Time and date emergency work order abated to work order form	10/30/05	GM of IT, Procurement Director, GM of Public Housing
9.2 Resolve problems with existing MIS.			6/30/06	
A. Identify MIS planning and development needs, prepare a budget and resources necessary to implement a plan of action.	No budget or technology migration plan	Defined Budget and Plan to improve IT	01/31/2006	GM of IT, GM of Finance and Executive Director.
B. Resolve existing reporting problems and specify individuals responsible for HUD reporting. Insure they have the resources and training they need and that DHC has monitoring reports to track HUD reporting compliance before deadlines are passed.	Inadequate tracking and reporting of HUD performance	Monthly Tracking System – consider Crystal reports or other	06/30/06	Department Heads coordinated through the GM of IT, and the GM of Compliance.
C. Verify data integrity.	Data not being checked adequately	Improve data quality to 95% or better	6/30/06	All Department Heads
D. Establish appropriate internal controls to ensure data integrity.	Data not being checked adequately	Improve data quality to 95% or better	12/30/05	GM of Finance
E. Train staff on existing MIS capabilities and features.	Departments not using existing features	Maximize System features	6/30/06	GM of IT with outside resources or increased resources

Targets and Strategies	Baseline as of: 10/30/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
9.3 Establish PHA capability for electronic record keeping and transmission of required reports.			6/30/06	
A. Identify party responsible for MIS planning and development.	GM of IT not authorized	Authorize GM of IT	11/30/05	Executive Director and GM of IT
B. Forecast requirements for the next three years. Include standard office software, e-mail, LAN/WAN, and Internet access in addition to need for proprietary software.	Solutions not being identified	Identify solutions to improve system to meet needs	11/30/05	GM of IT
C. Estimate resources (funds, manpower) needed to meet hardware, software, and connectivity requirements.	Not started	Viable Plan to fund needed improvements	11/30/05	GM of IT, GM of Finance and Executive Director.
D. Identify source of funding for each requirement.	Not started	Viable Plan to fund needed improvements	11/30/05	GM of IT, GM of Finance and Executive Director.
E. Estimate training requirements for new systems.	Not started	Viable Plan to fund needed improvements	11/30/05	GM of IT, GM of Finance and Executive Director.
F. Procure (in compliance with PHA procurement policy) and install the system.	Improvements needed	Systems being used by staff	11/30/05	GM of IT, GM of Finance and GM of Procurement.
G. Train staff on new system.	System not procured yet	Systems being used by staff	06/30/2006	GM of IT
9.4. Resolve problems with PHA access and use of HUD systems.				

Targets and Strategies	Baseline as of: 10/30/05	Final Performance Target	Estimated Completion Date	Lead staff for PHA and HUD
A. Determine PHA access needs and status.	All needs not identified, Users status not clearly defined within agency to appropriate personnel	Document who is responsible for what and insure they have adequate access. Track submission of reports by responsible staff.	10/30/05	Executive Director and GM of IT
Obtain appropriate passwords, IDs, guidebooks.	Based on staff identified in 9.4 A	File documenting and tracking who is responsible for reporting and accessing HUD systems	10/30/05	Executive Director and GM of IT, GM of Finance, GM of Public Housing
Provide technical assistance and training on HUD systems.			Monthly beginning 10/30/05	HUD to Provide

Attachment D

COMMUNITY SERVICE REQUIREMENT

Pursuant to the notice dated June 20, 2003 from the United States Department of Housing and Urban Development, Office of Public and Indian Housing, the Detroit Housing Commission has reinstated the Community Services and Self Sufficiency Requirement, effective October 31, 2003. This requirement was originally enacted on October 12, 1998, but was suspended in Fiscal Year 2002, except for residents of HOPE VI developments.

As required in the notice, DHC sent written notification to all residents of the reinstatement of the Community Service and Self Sufficiency Requirement. DHC began implementation on October 31, 2003 to ensure that all adult, non-exempt residents are performing their community service or self sufficiency requirement.

DHC's ACOP was amended on April 15, 2004 to reflect language for non-exempt residents of all DHC communities (HOPE VI and Non-HOPE VI) to comply with the Community Service requirement. This revision ensures that non compliance can be dealt with as a lease violation. The ACOP is included as an attachment to this PHA plan.

RASS FOLLOW-UP PLAN

II. Communications			
1. Representatives from Site Manager, Maintenance and Resident Services staff to attend all Resident Council meetings	Operations, Resident Services, OMB	7/1/03	6/30/06
a. Implement standard report addressing issues, discussion, and proposed solutions to be submitted w/n 1 week of meeting	Operations, Resident Services, OMB	10/1/04	6/30/06
b. Prominently post solutions, changes, etc in common areas at developments (NEWSFLASH) and as needed to each household	Operations, Communications	10/1/04	6/30/06
2. Resident Services staff will assist RCs to address topic of improved resident/staff communication on a regular basis	Resident Services	11/1/04	6/30/06
3. Coordinate schedules and reminders to Recovery Administrator and/or Exec. staff to attend RAB meetings on a quarterly basis	Executive Office, Resident Services	12/1/03	6/30/06
4. Publish a quarterly newsletter that highlights maintenance & mod., lease rules & neighborliness, safety & security, resident services initiatives	Communications, Operations, Resident Services	10/1/04	6/30/06
a. Utilize communications photographer to cover resident activities as needed	Communications	10/4/04	6/30/06
b. Decide on scope of publication and printing method	Communications	10/4/04	6/30/06
c. Decide on a distribution system and coordinate distribution	Operations	10/4/04	6/30/06
d. Regularly seek newsletter input from RCs and RAB	Resident Services	10/4/04	6/30/06
e. Develop a annual calendar	Communications	10/4/04	6/30/06
5. Promote among residents the DHC ombudsman who will receive complaints. Compose item for newsletter that describes the ombudsman's role and how to contact him.	Communications, Operations, Resident Services, Ombudsman	10/4/04	6/30/06
6. Conduct workshops and training for site and Resident Services staff emphasizing customer service skills	Operations	11/1/04	6/30/06
a. Create a policy regarding customer service and professional etiquette towards DHC clients	Operations	11/1/04	6/30/06
b. Develop objectives and content of customer service training, budget	Operations	11/1/04	6/30/06
c. Identify a trainer	Operations	11/1/04	6/30/06
d. Coordinate DHC employee attendance to training	Operations, Resident Services	11/1/04	6/30/06
e. Continue to utilize the tracking system for resident complaints	OMB	12/31/04	
7. Conduct move-in orientation/training for new residents regarding housekeeping, lease rules and conduct	Operations, RSO	11/1/04	6/30/06
a. Develop content of new resident orientation/training	Operations, RSO	11/1/04	6/30/06
b. Identify staff to conduct orientation	Operations, RSO	11/1/04	6/30/06
c. Coordinate orientations through Resident Selection staff	Operations, RSO	11/1/04	6/30/06

RASS FOLLOW-UP PLAN

8. Conduct training for current residents regarding housekeeping, lease rules and conduct	Operations	11/1/04	6/30/06
a. Compose and edit articles, as well as, designs brochures relative to resident issues including but not limited too housekeeping, lease rules and conduct to be included in each quarterly newsletter	Communications, Resident Services	1/1/05	6/30/06
b. Develop and implement criteria and policy for circumstances that would mandate housekeeping training	Operations	11/1/04	6/30/06
c. Target households through unit inspections and observations during maintenance visits for mandatory housekeeping training	Operations	11/1/04	6/30/06
9. Conduct resident training regarding various life skills (personal finance, parenting, leadership, conflict resolution, anger management, etc.)	Resident Services		6/30/06
a. Develop and implement resident survey to determine interest, topics and best times	Resident Services	1/1/04	6/30/06
b. Develop seminars consistent with residents expressed interests and needs	Resident Services	1/1/04	6/30/06
c. Assign staff to coordinate seminar scheduling and conduct seminars	Resident Services, Operations	1/1/04	6/30/06
III. Safety			6/30/06
1. Implemented The Detroit Housing Commission "One Strike, You're Out" Policy which states residents or their guest can be evicted if they engage in any criminal activity on or off the premises	Operations, General Counsel	2/25/04	6/30/06
2. Identify and attend monthly Detroit Police Community Relations meetings.	Government Relations	2/25/04	6/30/06
3. Coordinate joint task force with federal, and local agency's to address drug and crime initiatives	Government Relations	3/16/04	6/30/06
4. Coordinate increased patrols at each DHC site with the Detroit Police Department	Government Relations	3/16/04	6/30/06
a. Coordinate meetings with Detroit Police Department Precinct Commanders to discuss safety initiatives	Government Relations	8/11/04	6/30/06
b. Implement enforcements policy to remove abandoned and stolen vehicles from DHC properties.	Government Relations	8/11/04	6/30/06
c. Develop Resident Participation program and training to assist the Detroit Police with identifying criminal activity.	Government Relations, Resident Services	11/1/04	6/30/06
5. Initiate assessment of current security circuit television surveillance at each DHC site	Government Relations, MIS	7/27/04	6/30/06
a. Identify Operating System Upgrades that allows access from various DHC locations	Government Relations, MIS	7/27/04	6/30/06
b. Survey residents or resident leaders regarding CCT surveillance	Resident Services, Operations, MIS	11/1/04	6/30/06

RASS FOLLOW-UP PLAN

c. Implement yearly maintenance program for security system.	MIS	12/31/04	6/30/06
6. Implement daily or regular routine security inspections at each site	Operations	5/4/04	6/30/06
a. Target broken windows, lights, locks, trespassing in vacant units and other security breaches	Operations	5/4/04	6/30/06
b. Develop a reporting system for identified problems and a tracking system for remedial action	MIS	10/31/05	06/30/06
c. Implement yearly maintenance Program for security system	Operations	11/30/05	6/30/06
7. Devote a section to each DHC newsletter to security issues and solutions	Communications, Administration, Government Relations	1/1/04	6/30/06
IV. Neighborhood Appearance			6/30/06
1. Incorporate curb appeal monitoring with daily or regular routine site inspections	Operations	5/4/04	6/30/06
a. Target broken glass, graffiti, trash, litter, and abandoned vehicles	Operations	5/4/04	6/30/06
b. Implement a reporting/tracking/response system for identified site upkeep problems that includes/invites resident input	Operations	5/4/04	6/30/06
2. Implement site beautification activities and contests to involve residents	Resident Services	4/1/05	6/30/06
a. Identify funding or donation sources for landscaping/beautification supplies	Resident Services	1/1/05	4/15/05
3. Site Managers and Resident Services staff outreach to neighborhood city halls, community groups and CDCs for collaborations and funding	Resident Services, Operations, Government Relations		6/30/06

ATTACHMENT E: Capital Fund Program Five-Year Plan

Part I: Summary

PHA Name: Detroit Housing Commission

5-Year Plan

Revision No: 1

Development Number/Name	Year 1 FFY Grant 2006	Work Statement for Year 2 FFY Grant 2007 PHA FY: 6/30/07	Work Statement for Year 3 FFY Grant 2008 PHA FY: 6/30/08	Work Statement for Year 4 FFY Grant 2009 PHA FY: 6/30/09	Work Statement for Year 5 FFY Grant 2010 PHA FY: 6/30/10
HA-Wide Operations	Annual	\$ 1,932,758	\$ 1,932,758	\$ 1,932,758	\$ 1,932,758
HA-Wide Mgmt. Improvements	Statement	\$ 1,932,758	\$ 1,932,758	\$ 1,932,758	\$ 1,907,758
HA-Wide Administration		\$ 966,379	\$ 966,379	\$ 966,379	\$ 966,379
HA-Wide Fees & Costs		\$ 603,217	\$ 628,790	\$ 592,425	\$ 592,900
HA-Wide Non-Dwelling Structures		\$ 234,197	\$ 112,496	\$ 370,764	\$ 5,923
HA-Wide Non-Dwelling Equipment		\$ -	\$ -	\$ -	\$ -
HA-Wide Relocation		\$ -	\$ -	\$ -	\$ -
Acquisition and Development		\$ -	\$ -	\$ -	\$ -
HA-Wide Contingency		\$ 208,783	\$ 12,448	\$ 283,486	\$ 320,282
MI-05 Charles Terrace		\$ -	\$ 427,876	\$ 125,830	\$ 162,408
MI 1-06 Smith Homes		\$ 35,484	\$ -	\$ 166,710	\$ 376,261
MI-07 Jeffries East		\$ -	\$ -	\$ -	\$ -
MI-08 Frederick Douglass		\$ 381,960	\$ -	\$ -	\$ 184,920
MI-11 Forest Park		\$ 364,406	\$ 216,315	\$ -	\$ 986,990
MI-17 Diggs		\$ -	\$ -	\$ 125,752	\$ 444,017
MI-18 Sheridan I		\$ 437,088	\$ -	\$ -	\$ 167,815
MI 1-19 Scattered Sites		\$ -	\$ 85,000	\$ 90,000	\$ -
MI 1-20 Scattered Sites		\$ -	\$ 85,000	\$ 90,000	\$ -
MI 1-21 Scattered Sites		\$ -	\$ 85,000	\$ 90,000	\$ -
MI 1-26 State Fair		\$ 809,780	\$ 734,414	\$ 419,523	\$ 188,559
MI-27 Warren West		\$ 156,173	\$ 692,333	\$ 146,951	\$ 59,050
MI-28 River Bend		\$ -	\$ -	\$ -	\$ 423,567
MI-29 Tubman		\$ 1,372,720	\$ 288,422	\$ 682,881	\$ 83,832
MI 1-37 Scattered Sites		\$ -	\$ 85,000	\$ 90,000	\$ -
MI 1-38 Scattered Sites		\$ -	\$ 85,000	\$ 90,000	\$ -
MI-42 Sojourner Truth Addition		\$ -	\$ -	\$ -	\$ 737,900
MI-45 Sheridan II		\$ 228,088	\$ 497,706	\$ 1,017,065	\$ 36,711
MI-50 Brewster		\$ -	\$ 796,096	\$ 450,510	\$ 85,760
TOTAL		\$ 9,663,792	\$ 9,663,792	\$ 9,663,792	\$ 9,663,792

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities
Activities for Year : 2 (Capital Needs Assessment Priority 2 - 2007)
FFY Grant: 2007
PHA FY: 6/30/07

Development	Description		Total
HA-Wide	Operations - Transfer to Low Income Public Housing Funds	1406	1,932,758
HA-Wide	Mgt. Imp. MOD/DEV Staff training-continuation of ongoing program to educate & train personnel	1408	50,000
HA-Wide	Mgt. Imp. - Security Services	1408	1,882,758
HA-Wide	HA-Wide Admin. Allocation of staff salaries necessary to administer grant	1410	966,379
HA-Wide	HA-Wide Fees & Costs A/E, Environmental and Construction Mgmt services based on 15% of hard costs	1430	603,217
HA-Wide	Contingency @ % 1 of annual grant	1502	208,783
	TOTAL SOFT COSTS		5,643,896
HA-Wide	HA-Wide Replace built up roof 2211 Orleans	1470	34,037
HA-Wide	Landscaping	1470	150,000
	<i>Subtotal</i>		<i>184,037</i>
HA-Wide	HA-Wide Replace built up roof 1301 E. Jefferson	1470	50,160
	<i>Subtotal</i>		<i>50,160</i>
MI28P001006	Replace storm doors Smith Homes	1460	26,871
MI28P001006	Replace vinyl flooring Smith Homes	1460	8,613
	<i>Subtotal</i>		<i>35,484</i>
MI28P001011	E-Call System Forest Park	1460	150,008
MI28P001011	Replace carpet in apartment Forest Park	1460	204,637
MI28P001011	Replace hot water converter tube bundle Forest Park	1460	9,761
	<i>Subtotal</i>		<i>364,406</i>
MI28P001018	E-Call System Sheridan I	1460	150,000
MI28P001018	Replace vinyl flooring Sheridan I	1460	287,088
	<i>Subtotal</i>		<i>437,088</i>
MI28P001008	Replace Wrought Iron Fence Douglass Apts	1460	381,960
	<i>Subtotal</i>		<i>381,960</i>
MI28P001026	Door, aluminum sliding with screen State Fair	1460	248,572
MI28P001026	Fire alarm panel, replace State Fair	1460	22,967
MI28P001026	Paint ceilings State Fair	1460	14,369
MI28P001026	Paint walls State Fair	1460	13,063
MI28P001026	Replace carpet State Fair	1460	65,915
MI28P001026	Replace traction elevator machinery and controls State Fair	1460	193,451
MI28P001026	Replace vinyl flooring State Fair	1460	216,992
MI28P001026	Security access system State Fair	1460	22,967
MI28P001026	Tank, Domestic hot water storage. 1,000 Gallon State Fair	1460	11,484
	<i>Subtotal</i>		<i>809,780</i>
MI28P001029	E-Call System Tubman	1460	155,183

MI28P001029	Refrigerators Tubman	1460	25,000
MI28P001029	Ranges Tubman	1460	25,000
MI28P001029	Door, aluminum sliding with screen Tubman	1460	597,144
MI28P001029	Pump, Domestic water pressure booster assembly Tubman	1460	5,742
MI28P001029	Replace acoustical tile ceiling Tubman	1460	19,757
MI28P001029	Replace traction elevator machinery and controls Tubman	1460	243,451
MI28P001029	Replace vinyl flooring Tubman	1460	266,992
MI28P001029	Security access system Tubman	1460	22,967
MI28P001029	Tank, Domestic hot water storage. 1,000 Gallon Tubman	1460	11,484
	Subtotal		1,372,720
MI28P001018	E-Call System Sheridan II	1460	150,000
MI28P001045	Replace air cooled chillers Sheridan II		55,121
MI28P001045	Replace vinyl flooring Sheridan II	1460	22,967
	Subtotal		228,088
MI28P001027	E-Call System Warren West	1460	156,173
	Subtotal		156,173
MI28P001019	Repair, replace systems, demolition, vacancy reduction	1460	-
	Subtotal		-
MI28P001020	Repair, replace systems, demolition, vacancy reduction	1460	-
	Subtotal		-
MI28P001021	Repair, replace systems, demolition, vacancy reduction	1460	-
	Subtotal		-
MI28P001037	Repair, replace systems, demolition, vacancy reduction	1460	-
	Subtotal		-
MI28P001038	Repair, replace systems, demolition, vacancy reduction	1460	-
	Subtotal		-
	TOTAL HARD COSTS		4,019,896
	GRAND TOTAL		9,663,792

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities
Activities for Year : 3 (Capital Needs Assessment Priority 3 - 2008)
FFY Grant: 2008
PHA FY: 6/30/08

Development	Description		Total
HA-Wide	Operations - Transfer to Low Income Public Housing Funds	1406	1,932,758
HA-Wide	HA-Wide Mgt. Imp. MOD/DEV Staff training-continuation of ongoing program to educate & train personnel	1408	50,000
HA-Wide	Mgt. Imp. - Security at Senior Sites	1408	1,882,758
HA-Wide	HA-Wide Admin. Allocation of staff salaries necessary to administer grant	1410	966,379
HA-Wide	HA-Wide Fees & Costs A/E, Environmental and Construction Mgmt services based on 15% of hard costs	1430	628,790
HA-Wide	Contingency @ % 4.5 of annual grant	1502	12,448
	TOTAL SOFT COSTS		5,473,134
HA-Wide	HA-Wide Replace aluminum windows Central Offices	1470	75,829
HA-Wide	HA-Wide Replace solid entry door Central Offices	1470	6,537
HA-Wide	HA-Wide Replace solid entry door Central Offices	1470	6,537
HA-Wide	HA-Wide Sliding glass entry door Central Offices	1470	9,806
	Subtotal		98,709
HA-Wide	HA-Wide Replace aluminum windows Central Garage	1470	13,787
	Subtotal		13,787
MI28P001005	Replace wrought iron fence Charles Terrace	1450	427,876
	Subtotal		427,876
MI28P001011	Commercial Kitchen Equipment Forest Park Place	1460	5,943
MI28P001011	Fire alarm panel, replace Forest Park Place	1460	23,771
MI28P001011	Replace hydraulic elevator machinery and controls Forest Park Place	1460	186,602
	Subtotal		216,315
MI28P001026	Replace boiler, gas/oil > 1,0000 MBH State Fair	1460	101,835
MI28P001026	Replace central panel State Fair	1460	23,771
MI28P001026	Replace Trash compactor State Fair	1460	21,834
MI28P001026	Replace vinyl flooring State Fair	1460	77,634
MI28P001026	Cabinetry State Fair	1460	409,341
MI28P001026	Door, aluminum sliding with screen State Fair	1460	50,000
MI28P001026	Replace traction elevator machinery and controls State Fair	1460	50,000
	Subtotal		734,414
MI28P001027	Replace alarm panel, replace Warren West	1460	23,771
MI28P001027	Replace trash compactor Warren West	1460	11,291
MI28P001027	Cut & Patch asphalt Warren West	1450	6,201
MI28P001027	Replace aluminum windows Warren West	1460	407,619
MI28P001027	Replace traction elevator machinery and controls Warren West	1460	243,451
	Subtotal		692,333
MI28P001029	Refrigerators Tubman	1460	25,000

MI28P001029	Ranges Tubman	1460	25,000
MI28P001029	Fire alarm panel, replace Harriet Tubman	1460	23,771
MI28P001029	Replace boiler, gas/oil>1,000 MBH Harriet Tubman	1460	101,835
MI28P001029	Replace built up roof Harriet Tubman	1460	67,212
MI28P001029	Replace central panel Harriet Tubman	1460	23,771
MI28P001029	Replace trash compactor Harriet Tubman	1460	21,834
	Subtotal		288,422
MI28P001045	Cabinetry Sheridan Place II	1460	475,418
MI28P001045	Commercial kitchen equipment Sheridan Place II	1460	22,288
	Subtotal		497,706
MI28P001050	Refrigerator Brewster Homes	1460	237,709
MI28P001050	Replace kitchen cabinets and countertops Brewster	1465.1	344,506
MI28P001050	Replace water heater, residential Brewster	1465.1	213,881
	Subtotal		796,096
MI28P001019	Repair, replace systems, demolition, vacancy reduction	1460	85,000
	Subtotal		85,000
MI28P001020	Repair, replace systems, demolition, vacancy reduction	1460	85,000
	Subtotal		85,000
MI28P001021	Repair, replace systems, demolition, vacancy reduction	1460	85,000
	Subtotal		85,000
MI28P001037	Repair, replace systems, demolition, vacancy reduction	1460	85,000
	Subtotal		85,000
MI28P001038	Repair, replace systems, demolition, vacancy reduction	1460	85,000
	Subtotal		85,000
	TOTAL HARD COSTS		4,190,659
	GRAND TOTAL		9,663,792

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities
Activities for Year : 4 (Capital Needs Assessment Priority 3/4 - 2009)
FFY Grant: 2009
PHA FY: 6/30/09

Development	Description		Total
HA-Wide	Operations - Transfer to Low Income Public Housing Funds	1406	1,932,758
HA-Wide	HA-Wide Mgt. Imp. MOD/DEV Staff training-continuation of ongoing program to educate & train personnel	1408	50,000
HA-Wide	Mgt. Imp. - Security Services	1408	1,882,758
HA-Wide	HA-Wide Admin. Allocation of staff salaries necessary to administer grant	1410	966,379
HA-Wide	HA-Wide Fees & Costs A/E, Environmental and Construction Mgmt services based on 15% of hard costs	1430	592,425
HA-Wide	Contingency @ % 8 of annual grant	1502	283,486
	TOTAL SOFT COSTS		5,707,807
HA-Wide	Acquisition and Development	1499	-
	Subtotal		-
HA-Wide	HA-Wide Replace carpet Central Offices	1470	221,027
	Subtotal		221,027
HA-Wide	HA-Wide Replace membrane Central Maintenance	1470	89,379
HA-Wide	HA-Wide Replace overhead door, commercial Central Maintenance	1470	9,549
HA-Wide	HA-Wide Replace unit heater Central Maintenance	1470	9,549
	Subtotal		108,477
HA-Wide	HA-Wide Replace membrane Central Garage	1470	25,668
	Subtotal		25,668
HA-Wide	HA-Wide Replace vinyl flooring Administrative Offices	1470	9,226
HA-Wide	HA-Wide Replace Gas furnace Administrative Offices	1470	6,366
	Subtotal		15,592
MI28P001005	Cabinetry Charles Terrace	1460	102,912
MI28P001005	Replace solid entry door Charles Terrace	1460	22,918
	Subtotal		125,830
MI28P001006	Replace water heater residential Smith Homes	1460	153,150
MI28P001006	Seal coat asphalt Smith Homes	1450	13,560
	Subtotal		166,710
MI28P001017	Seal Coat asphalt Diggs	1450	22,967
MI28P001017	Paint walls Diggs	1460	4,138
MI28P001017	Replace water heater, residential Diggs	1465.1	98,648
	Subtotal		125,752
MI28P001026	Range State Fair	1465.1	84,031
MI28P001026	Refrigerator State Fair	1465.1	203,712
MI28P001026	Replace acoustical tile ceiling State Fair	1460	18,452
MI28P001026	Replace condensing unit/heat pumps State Fair	1460	21,084
MI28P001026	Door, exterior entry, metal clad State Fair	1460	92,243

	Subtotal		419,523
MI28P001027	Replace boiler, gas/oil>1,000 mbh Warren West	1460	64,129
MI28P001027	Replace built up roof Warren West	1460	71,999
MI28P001027	Replace hot water converter tube bundle Warren West	1460	10,822
	Subtotal		146,951
MI28P001029	Refrigerators Tubman	1460	25,000
MI28P001029	Cabinetry Tubman	1460	459,341
MI28P001029	Ranges Tubman	1460	25,000
MI28P001029	Paint Walls Harriet Tubman	1465.1	58,531
MI28P001029	Replace Carpet Harriet Tubman	1465.1	102,276
MI28P001029	Replace gas furnace Harriet Tubman	1465.1	12,732
	Subtotal		682,881
MI28P001045	Replace vinyl flooring Sheridan Place II	1460	29,216
MI28P001045	Range Sheridan Place II	1465.1	84,031
MI28P001045	Replace acoustical tile ceiling Sheridan Place II	1460	46,376
MI28P001045	Replace built up roof Sheridan Place II	1460	56,110
MI28P001045	Paint walls Sheridan Place II	1460	41,114
MI28P001045	Replace boiler, gas/oil>1,000 MBH Sheridan Place II	1460	22,771
MI28P001045	Replace carpet Sheridan Place II	1460	51,656
MI28P001045	Fire alarm panel, replace Sheridan Place II	1460	23,771
MI28P001045	Pump, Domestic water pressure booster assembly Sheridan Place II	1460	5,943
MI28P001045	Refrigerator Sheridan Place II	1465.1	190,167
MI28P001045	Replace fan coil unit Sheridan Place II	1460	356,564
MI28P001045	Replace roof top units Sheridan Place II	1460	85,575
MI28P001045	Security access system Sheridan Place II	1460	23,771
	Subtotal		1,017,065
MI28P001050	Range Brewster Homes	1465.1	108,715
MI28P001050	Replace gas furnace Brewster Homes	1465.1	317,910
MI28P001050	Seal coat asphalt Brewster Homes	1450	17,296
MI28P001050	Solid entry door painting Brewster Homes	1460	6,589
	Subtotal		450,510
MI28P001019	Repair, replace systems, demolition, vacancy reduction	1460	90,000
	Subtotal		90,000
MI28P001020	Repair, replace systems, demolition, vacancy reduction	1460	90,000
	Subtotal		90,000
MI28P001021	Repair, replace systems, demolition, vacancy reduction	1460	90,000
	Subtotal		90,000
MI28P001037	Repair, replace systems, demolition, vacancy reduction	1460	90,000
	Subtotal		90,000
MI28P001038	Repair, replace systems, demolition, vacancy reduction	1460	90,000
	Subtotal		90,000
	TOTAL HARD COSTS		3,955,985
	GRAND TOTAL		9,663,792

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities
Activities for Year : 5 (Capital Needs Assessment Priority 2 - 2010)
FFY Grant: 2010
PHA FY: 6/30/10

Development	Description		Total
HA-Wide	Operations - Transfer to Low Income Public Housing Funds	1406	1,932,758
HA-Wide	Mgmt. Improvement: Security services	1408	1,882,758
HA-Wide	Mgmt. Improvement: Modernization Divison staff training	1408	25,000
HA-Wide	Administration - Allocation of staff salaries necessary to administer grant	1410	966,379
HA-Wide	Fees & Costs A/E, Environmental and Construction Mgmt services based on 15% of hard costs	1430	592,900
HA-Wide	Contingency @ 4% of annual grant	1502	320,282
	TOTAL SOFT COSTS		5,720,078
HA-Wide	Acquisition and Development	1499	-
	<i>Subtotal</i>		-
HA WIDE	Paint Walls Central Office - MI-1	1470	5,923
	<i>Subtotal</i>		<i>5,923</i>
MI28P001008	Paint walls Douglas	1460	104,520
MI28P001008	Seal Coat asphalt Douglas	1450	80,400
	<i>Subtotal</i>		<i>184,920</i>
MI28P001011	Cabinetry Forest Park Place	1460	636,768
MI28P001011	Range Forest Park	1465.1	159,192
MI28P001011	Replace Apartment Carpet Forest Park	1460	191,030
	<i>Subtotal</i>		<i>986,990</i>
MI28P001018	Paint exterior walls Sheridan Place I	1460	55,744
MI28P001018	Replace Air Cooled Chillers Sheridan Place 1	1460	80,400
MI28P001018	Replace Boiler, gas/oil>1,000 MBH Sheridan Place 1	1465.1	31,671
	<i>Subtotal</i>		<i>167,815</i>
MI28P001045	Paint Walls Sheridan Place II	1460	33,446
MI28P001045	Seal Coat Asphalt Sheridan Place II	1460	3,264
	<i>Subtotal</i>		<i>36,711</i>
MI28P001005	Replace Asphalt Shingles Charles Terrace	1460	61,640
MI28P001005	Replace Vinyl Flooring Charles Terrace	1460	97,016
MI28P001005	Seal Coat Asphalt Charles Terrace	1460	3,752
	<i>Subtotal</i>		<i>162,408</i>
MI28P001027	Replace Vinyl Flooring Warren West	1460	12,418
MI28P001027	Replace Condensing Unit/Heat Pumps Warren West	1460	44,381
MI28P001027	Seal Coat Asphalt Warren West	1460	2,251
	<i>Subtotal</i>		<i>59,050</i>
MI28P001029	Refrigerators Tubman	1460	25,000
MI28P001029	Ranges Tubman	1460	25,000

MI28P001029	Commercial Kitchen Equipment Harriet Tubman	1460	16,080
MI28P001029	Replace Condensing Unit/Heat Pumps Harriet Tubman	1460	17,752
	Subtotal		83,832
MI28P001026	Dryer State Fair	1460	4,717
MI28P001026	Replace Membrane State Fair	1460	55,958
MI28P001026	Paint Ceilings State Fair	1460	13,413
MI28P001026	Paint Walls State Fair	1460	12,194
MI28P001026	Replace Carpet State Fair	1460	102,276
	Subtotal		188,559
MI28P001006	Replace Electric Furnace Smith Homes	1460	122,079
MI28P001006	Replace Vinyl Flooring Smith Homes	1460	254,182
	Subtotal		376,261
MI28P001017	Replace Gas Furnace Diggs Homes	1460	107,586
MI28P001017	Replace Vinyl Flooring Diggs Homes	1460	6,791
MI28P001017	Replace Vinyl Flooring Diggs Homes	1460	308,200
MI28P001017	Seal Coat Asphalt Diggs Homes	1460	21,440
	Subtotal		444,017
MI28P001017	Screen Door Brewster Homes	1460	85,760
	Subtotal		85,760
MI28P001015	Replace Asphalt Shingles Sojourner Truth & Addition	1460	229,301
MI28P001015	Replace Aluminum Windows Sojourner Truth & Addition	1460	508,600
	Subtotal		737,900
MI28P001028	Replace carpet Riverbend	1460	50,920
MI28P001028	Seal Coat Asphalt Riverbend	1460	1,876
MI28P001028	Replace Water Heate, Commercial from 50 to 120 gal	1460	18,224
MI28P001028	Paint Exterior walls Riverbend	1460	214,000
MI28P001028	Replace carpet Riverbend	1460	138,547
	Subtotal		423,567
	TOTAL HARD COSTS		3,943,714
	GRAND TOTAL		9,663,792



Admissions and Continued Occupancy Policy

Presented by the
Detroit Housing Commission
1301 East Jefferson
Detroit, Michigan 48207
313-877-8000

TTY/TDD: 313-877-8500

Approved by the Board of Commissioners 4/13/2006 Effective 7/1/2006
Resolution # 1878



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CHAPTER 1 STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Detroit Housing Commission (“DHC”) staff shall be in compliance with DHC’s Personnel Policies, any applicable union agreements and this Admissions and Continued Occupancy Policy (“ACOP”). The administration of DHC’s Public Housing Program will also comply with the requirements of the Department of Housing and Urban Development (“HUD”). Such requirements include any Public Housing Regulations, Handbooks, Guidebooks, and applicable Notices. All applicable Federal, state and local laws, including Fair Housing Laws and regulations. Applicable Federal laws or regulations shall supersede provisions in conflict with this ACOP.

A. DHC MISSION STATEMENT

DHC’s goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Residents.

In order to achieve this mission, DHC will:

- Recognize Residents as its ultimate customer;
- Improve DHC management and service delivery efforts through effective and efficient management of DHC staff;
- Seek problem-solving partnerships with Residents, community, and government leadership;
- Apply DHC resources to the effective and efficient management and operation of the Public Housing Programs.

B. DHC OBJECTIVES

The ACOP is designed to demonstrate that DHC is managing its Public Housing Program in a manner that reflects its commitment to improving the quality of

housing available to its customers, and its capacity to manage housing in a manner that demonstrates its responsibility to the public trust. In addition, this ACOP is designed to achieve the following objectives:

- To provide improved living conditions for very low and low-income families while maintaining rent payments at an affordable level.
- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for its customers.
- To avoid concentrations of economically and socially deprived families in any one or all of DHC's public housing developments.
- To lawfully deny the admission of Applicants, or the continued occupancy of Residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other Residents or the physical environment of the neighborhood, or create a danger to DHC employee's
- To attempt to have a Resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes and rent paying abilities of low-income families in DHC's jurisdiction.
- To provide opportunities for upward mobility of families that desire to achieve self-sufficiency.
- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that admissions and continued occupancy are conducted without regard to race, color, religion, sex, national origin, disability or familial status.

C. PURPOSE OF THE POLICY

The purposed of this ACOP is to establish guidelines for DHC staff to follow in determining eligibility for admission and continued occupancy in DHC's Public Housing Program. These guidelines are governed by the requirements of HUD with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon Applicants, Residents, and DHC.

DHC's Board of Commissioners must approve this ACOP and any changes to it.

D. FAIR HOUSING POLICY

It is the policy of DHC to fully comply with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. DHC will comply with all 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 American with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments); and
- Any applicable State laws or local ordinances and any legislation protecting individual rights of Residents, Applicants or staff that may subsequently be enacted.

DHC shall not discriminate in the provision of public housing based on race, color, sex, religion, familial status, disability, related to any housing that is part of any development or developments under DHC's jurisdiction covered by an annual contributions contract under the United States Housing Act of 1937, as amended.

Fair Housing posters and housing information will be displayed in locations throughout DHC's offices in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable civil rights laws, DHC will provide Federal, State and local information to its Residents regarding discrimination and any recourse available to them if they believe they are victims of discrimination. Such information will be made available during the Resident orientation session.

DHC's properties will be accessible to persons with disabilities and DHC will provide accessibility for the hearing impaired.

DHC shall not, on account of race, color, sex, religion, familial status, disability, or national origin:

- Deny to any Family the opportunity to apply for housing;
- Deny to any qualified Family the opportunity to lease housing suitable to its needs;
- Provide housing that is different from that provided to others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the Public Housing Program;
- Treat a person differently in determining eligibility or other requirements for admission; or
- Deny a person access to the same level of services.

DHC shall not automatically deny admission to a particular group or category of otherwise qualified Applicants (e.g., families with children born to unmarried parents, elderly families with pets).

Affirmative Marketing and Other Affirmative Obligations

DHC administers its programs affirmatively, so as to achieve a condition in which individuals of similar income levels in the same housing market areas have a like range of housing choices available to them regardless of their race, color, religion, sex, disability, familial status or national origin in accordance with 24 CFR Section 200.610.

The affirmative fair housing marketing rules requires DHC to develop fair housing marketing plans that attract Applicants of all racial and ethnic groups. DHC offers the following affirmative marketing initiatives:

- Marketing materials will support an affirmative advertising and marketing program that is consistent with Fair Housing Act guidelines on wording, logo, size or type, etc.;
- DHC will use the Equal Housing Opportunity slogan: Equal Housing Opportunity;
- DHC will advertise in print and electronic media that are used, viewed or listed by those identified as the population that is least likely to apply;
- Brochures or other informational materials will be developed that describe the housing units, application process, waiting list, screening criteria, and preference structure accurately;
- Marketing will use clear and easy to understand terms and, if appropriate, use language other than English to reach the target population that is least likely to apply; and
- DHC will implement policies to provide reasonable accommodations to persons with disabilities.

E. SERVICE AND REASONABLE ACCOMMODATIONS POLICY

This policy applies whenever a Family initiates contact with DHC or schedules or reschedules appointments of any kind.

DHC's Reasonable Accommodations Policy is listed in the Supplemental Policies to this ACOP.

1. Americans with Disabilities Act (ADA) of 1990

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment;
- Being regarded as having such impairment; or
- Association with a person with an impairment.

2. Undue Hardship

All requests for accommodation or modification of a unit will be verified by a reliable, knowledgeable professional.

In determining whether an accommodation would create an undue hardship, the following factors will be considered.

- The nature and cost of the accommodation needed;
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

3. Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified by a reliable, knowledgeable professional.

4. Reasonable Accommodation

Reasonable accommodation will be made for a person with a disability who requires an advocate or accessible office. A designee will be allowed to provide some information, but only with the written permission of the person with the disability.

As a reasonable accommodation, all DHC mailings, upon request, will be made available in an accessible format.

DHC will engage organizations which provide assistance for hearing and sight-impaired persons when necessary to permit an Applicant or a Resident to conduct business with DHC.

Families will be offered an accessible unit, upon request by the Family, when an accessible unit is available.

5. Recertification by Mail

DHC will permit the Family to submit annual and interim recertification forms through the mail, when DHC has determined that this action is necessary as a reasonable accommodation. The mail-in packet will include notice to the Family of DHC's deadline for returning the completed forms to DHC.

If there is more than one adult member in the household, but only one is disabled, re-certifications will not be processed through the mail. In such cases, DHC may conduct the recertification by a home visit or have the able adult Family member assist the Family member with a disability with completing and signing the forms.

6. Recertification by Home Visits

When requested and where the need for reasonable accommodation has been established, DHC will conduct home visits to Residents to conduct annual and interim re-certifications.

Requests for DHC to conduct a recertification by home visit must be received by DHC at least seven (7) calendar days before the scheduled appointment date in order for the request to be considered.

DHC will consider re-certifications by home visit that are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in Chapter 10, Recertifications.

F. TRANSLATION OF DOCUMENTS AND NON-ENGLISH SPEAKING SERVICES AND LIMITED ENGLISH PROFICIENT PERSONS (LEP)

DHC shall have resources available to assist non-English speaking Families. DHC will consider providing translation of DHC documents upon request by an Applicant or Resident.

In determining whether it is feasible to translate documents into other languages, DHC will consider the following factors:

- Number of families in Wayne County who do not speak English and speak the other language;

- Estimated cost to DHC, per client, of translation of written documents into the other language;
- Evaluation of the need for translation by DHC's bi-lingual staff and by agencies that work with the non-English speaking clients; and
- The availability of local organizations to provide translation services to non-English speaking families.

G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES

DHC's policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in 24 CFR Parts 901 and 902.

H. FAMILY OUTREACH

When DHC's waiting list is open, DHC will periodically publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation and other suitable means. To reach persons who cannot read the newspapers, DHC will distribute fact sheets to the broadcast media and utilize public service announcements.

I. PRIVACY RIGHTS

1. Generally

DHC's practices and procedures are designed to safeguard the privacy of Applicants and Residents.

Applicants and Residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release Family information.

DHC's policy regarding release of information is in accordance with state and local laws which may restrict the release of Family information.

Requests for information by parties other than the Applicant or Resident must be accompanied by a signed release before DHC releases any information involving an Applicant or Resident, unless disclosure is authorized under Federal or State law or regulations.

Any and all information that divulges the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. 504/ADA Coordinator must approve all requests for access to this information. Files should not be left unattended or placed in common areas.

DHC staff will not discuss or access Applicant or Resident information contained in files unless there is a business reason to do so. Improper disclosure of Applicant or Resident information by staff may result in disciplinary action.

2. Privacy of Social Security Numbers

As it relates to the Social Security numbers of its Residents DHC will:

- A. Maintain the confidentiality of the Social Security numbers that it receives and maintains in the ordinary course of business;
- B. Limit the internal use to those functions where the use of the Social Security number is the only reliable method available to ensure the correct Resident has been identified;
- C. Limit access, whether in hard copy or electronic format, to those persons with DHC who have a need to access that information;
- D. Properly dispose of documents which contain Social Security numbers to ensure their confidentiality;
- E. Prohibit the unlawful disclosure of Social Security numbers by its employees; and
- F. Develop a Social Security Number Confidentiality Policy to comply with applicable law.

J. POSTING OF REQUIRED INFORMATION

DHC will maintain a bulletin board in a conspicuous area of the lobby of its Central Administration offices which will contain:

- The ACOP or a notice of where the ACOP is available;
- Information on submitting an application for housing;
- Directory of DHC's housing sites including names, address of offices and office hours at each facility;
- Income limits for admission;
- Current Schedule of Resident Charges;
- Copy of the Lease;
- Grievance Policy;
- Fair Housing poster;
- Equal Opportunity in Employment poster;
- Current Resident notices;
- Required public notices;
- Security Deposit Charges;
- Information on preferences; and
- Schedule of Utility Allowances (if applicable).

Site offices will maintain a bulletin board in a conspicuous place, which will contain:

- The ACOP or notice of where the ACOP is available;
- Information on submitting applications for housing;
- Income limits for admission;
- Current Schedule of Resident Charges;
- Copy of Lease;

- Grievance Policy;
- Fair Housing poster;
- Equal Opportunity in Employment poster;
- Current Resident notices;
- Security Deposit Charges;
- Fraud Hotline Information;
- Mission Statement; and
- One-Strike Policy.

CHAPTER 2
ELIGIBILITY FOR ADMISSION
[24 CFR PART 960, SUBPART B]

INTRODUCTION

This Chapter defines DHC's criteria for admission and denial of admission to public housing. DHC's policy is to strive for objectivity and consistency in applying these criteria to evaluate the qualification of Families who apply. DHC staff will review all information provided by the Family carefully. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by DHC pertaining to eligibility.

A. QUALIFICATION FOR ADMISSION

DHC will only admit qualified Applicants. An Applicant is qualified if she/he meets the following criteria:

- Is a Family as defined in this Chapter;
- Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part t, Subpart E).
- Has an Annual Income, at the time of admission, that does not exceed the low/very low-income limits for occupancy established by HUD and posted separately in DHC's offices.
- Provides a Social Security number for all Family members, age 6 or older, or will provide written certification that certain Family members do not have Social Security numbers;
- Meets or exceeds the Applicant Selection Criteria set forth in Chapter 4 of this ACOP, including attending and successfully completing a DHC approved pre-occupancy orientation.
- Is not currently adequately housed in a DHC dwelling unit. Applicants who are listed on a current DHC dwelling lease who desire to become head of household in another DHC unit must apply as a new admission through the application process.
- Signs required consent authorization documents.

Timing for Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the Family is in a position on the waiting list to be offered a housing unit.

B. FAMILY COMPOSITION

1. Definition of Family

The Applicant must qualify as a Family. A Family may be a single person or a group of persons.

Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes the Applicant may claim a spousal relationship. (See Chapter 5, Occupancy Standards).

- A group of persons is defined by DHC as two (2) or more persons who intend to share residency and will live together in DHC housing.
- HUD's definition at 24 CFR 5.403 defines elderly, disabled, and displaced families.

The term "Family" also includes, but is not limited to:

- **A Family with or without children.** Such a Family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a Family relationship.
 - Children temporarily absent from the home due to placement in foster care or those children subject to court-awarded joint custody are considered Family members.
 - Unborn children and children in the process of being adopted are considered Family members for the purpose of determining bedroom size, but are not considered Family members for determining income limit.
- **An Elderly Family.** A Family whose head, spouse, or sole member is a person who is at least 62 years of age;
- **A Near-elderly Family.** A Family whose head, spouse, or sole member is a person who is at least 50 years of age, but below the age of 62;

- **A Disabled Family.** A Family whose head, spouse, or sole member is a person with a disability;
- **A Displaced Family.** A Family in which the dwelling of each member, or the sole member, has been extensively damaged or destroyed as a result of a federally declared natural disaster which occurred on or after July 1, 2005.
- **The remaining member of a Family.** Any household member remaining in a DHC unit after the head of household dies or vacates the unit.
- **A single person who is not elderly, or a person with disabilities.**

2. **Occupancy by Police Officers**

In order to provide an increased sense of security for public housing Residents, DHC may allow public housing units to be occupied by police officers. Police officers will not be required to be income eligible to qualify for admission to DHC's public housing program.

3. **Head of Household**

The head of household is the adult member of the household who is designated by the Family as head and has the legal capacity to enter into a lease under Michigan law.

Emancipated minors who qualify under Michigan law will be recognized as head of household.

Persons who are married are legally recognized as adults under Michigan law.

A Family may designate an elderly or Disabled Family member as head of household solely to qualify the Family as an Elderly Family.

4. **Spouse of Head of Household**

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

For proper application of the Non-citizen Rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, is the person from whom a person would have to be divorced or have received an annulment. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads of household.

5. Co-head of Household

An individual in the household who is equally responsible for the lease with the head of household. A household may have either a spouse or co-head of household, but not both. A co-head of household never qualifies as a dependent.

6. Live-In Aide

A live-in aide is not considered to be a Family member and has no rights or benefits under the lease. A live-in aide:

- May only reside in the unit with the approval of DHC. Written verification of the need for a live-in aide will be required from a reliable, knowledgeable professional, certifying that a live-in aide is needed for the care of a Family member who is elderly, near elderly or disabled.
- Must not be obligated for the support of the elderly, near elderly or disabled Family member(s).
- Would not be living in the unit except to provide care for the elderly, near elderly or disabled Family member(s).

If DHC approves a live-in aide:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule Requirements.
- Live-in aides may not be considered as a remaining member of the Family.
- Live-in aides must comply with DHC's Photo Identification Policy, and implementing procedures while on DHC premises.

Relatives are not automatically excluded from being live-in aides, but they must satisfy the live-in aide requirements described above.

Family members of a live-in aide may also reside in the unit, providing doing so does not require an additional bedroom for the Family and that the presence of the live-in aide's Family member(s) does not overcrowd the unit.

DHC has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in Section E of this Chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of social security numbers for all Family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the Family after admission to public housing.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a Family member does not have a social security number she/he or their parent or authorized guardian must sign a certification stating that she/he does not have one. The certification shall:

- State the individual's name;
- State that the individual has not been issued a social security number;
- State that the individual will disclose the social security number, if they obtain one at a later date; and
- Be signed by the individual or parent or authorized guardian and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATIO STATUS

In order to receive assistance, a Family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contest their status. Eligible immigrants are persons who are in one of the six (6) immigrant categories as specified by HUD.

The Citizenship/Eligible Immigration requirement status of each member of the Family is considered individually before the Family's status is determined.

Mixed Families – A Family is eligible for assistance as long as at least one (1) member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed”. Such Applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members – Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students are not eligible for assistance.

DHC will establish and verify eligibility no later than the date of the Family's annual reexamination following October 21, 1998.

No individual or Family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one (1) individual or Family member.

E. OTHER ELIGIBILITY CRITERIA

All Applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All Applicants must demonstrate, through an assessment of current and past behavior, the ability:

- To pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards and to report maintenance needs in a timely manner;
- to comply with local health and safety codes;
- to comply with necessary and reasonable rules and program requirements of DHC;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others; and
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other Residents or staff and not to engage in drug-related criminal activity on or off DHC premises.

Applicants who have ever been convicted of manufacturing or producing methamphetamine, also known as “speed” on the premises of federally assisted housing or who are subject to a lifetime sex offender registration requirement are ineligible for admission to public housing.

Denial of Admission for Previous Debts to DHC or Any Other Public Housing Authority.

Previous outstanding debts to DHC or any Public Housing Authority (PHA) resulting from a previous tenancy in the Public Housing or Section 8 Housing Choice Voucher program must be paid in full prior to admission. Repayment agreements will not be accepted.

At the time of initial application, the Applicant must pay any previous debt prior to being placed on the waiting list.

Both spouses or the head and co-head of household are responsible for the entire debt incurred as a previous DHC Resident. Children of the head of household or spouse who incurred a debt to DHC will not be held responsible for the parent’s previous debt.

F. ONE-STRIKE POLICY

1. Denial of Admission for Drug-Related and/or Other Criminal Activity Purpose.

It is the intention of DHC to fully endorse and implement a policy, which is designed to:

- Help create and maintain a safe and drug-free community;
- Keep our Residents free from threats to their personal and Family safety;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

a. HUD Definitions

- “Drug-related criminal activity” is the illegal manufacture, sale distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- Drug-related criminal activity means on or off the premises.
- “Criminal activity” includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of other Residents or DHC employees.

b. “Screening for “One Strike”

Applicants who have been convicted of drug-related criminal activity or criminal activity are ineligible for admission to DHC’s public housing program.

If in the past, DHC initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One-Strike Policy, for a Family, DHC shall have the discretion to consider mitigating circumstances of the case regarding the extent of participation by non-involved Family members.

DHC will conduct a criminal history check of all adult household members during the admission process. The inquiries will be standardized and directed to all adult household members by inclusion on the application form.

If as a result of the standardized inquiry, or the receipt of verifiable information, there is indication that the Family or any Family member is engaged in drug-related criminal, or criminal activity, DHC will conduct a closer inquiry to determine whether the Family should be denied admission.

If the screening indicates that any Family member has been arrested or convicted, DHC shall verify the information through law enforcement records.

DHC’s One-Strike Policy is included in the Supplemental Policies to this ACOP.

c. FBI and Law Enforcement Records

Under Section 578 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998 and Section 5.903 of the regulations at 24 CFR Part 5, DHC is authorized to obtain criminal history record information from the FBI, State, and local police departments or other law enforcement agencies for the purpose of Applicant screening, lease enforcement and eviction. In order to obtain access to these criminal records, DHC will require every Applicant Family to submit a consent form signed by each adult household member.

DHC will check criminal history for all Applicants who are 18 years of age or older in the household to determine whether any member of the Family has engaged in violent or drug related criminal activity.

DHC will check criminal history for all Applicants in the Family who are 18 years of age or who are emancipated minors to determine whether any member of the Family is subject to a lifetime sex offender registration requirement.

Verification of any past activity will be done prior to a final eligibility determination.

DHC acknowledges that a criminal history check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an Applicant admission to housing. DHC will request a fingerprint check from those Applicants whose criminal history check is inconclusive. DHC will bear the cost of the fingerprint check. Failure to provide fingerprints for a fingerprint check will result in denial of admission.

d. **Confidentiality of Criminal Records**

DHC will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed by DHC for screening for criminal behavior, will be housed in a secure area.

Misuse of the criminal record information by any DHC employee may be grounds for termination of employment.

If the Family is determined eligible for initial or continued assistance, DHC's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the Family's assistance is denied or terminated, DHC's copy of the criminal record information shall be shredded immediately upon expiration of any applicable statute of limitations period.

DHC will document in the Family's file that the Family was denied admission or the residency was terminated due to findings in the criminal history report.

e. **Exchange of Information**

Section 28 of the U.S. Housing Act of 1937 requires that DHC provide, upon legitimate request from a law enforcement officer, the current address, social security number and photograph, if applicable, of any recipient of assistance who is a fugitive felon and/or parole or probation violator.

A Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his/her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request shall comply with the following requirements in Section 28:

- Notify DHC that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, or a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- The location or apprehension of the individual is within the officer's official duties; and
- The request is made in the proper exercise of the officer's duties.

The Fair Housing Act prohibits discrimination because of race, national origin, religion, sex, disability and familial status. Therefore, when DHC responds to inquiries from law enforcement officials, the response will be made in a nondiscriminatory fashion and all procedures will be uniformly followed.

f. Standard for Violation

Persons evicted from public housing, because of drug-related criminal activity and criminal activity are ineligible for admission to public housing for a ten (10) year period beginning on the date of such eviction.

DHC will not waive this requirement.

DHC will deny admission to Applicants where DHC determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Residents. DHC will also deny admission when DHC determines there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

DHC will consider the use of a controlled substance or alcohol to be a pattern if there is more than one (1) incident during the previous twelve (12) months.

- “Engaged in or engaging in or recent history of” drug-related criminal activity means any act within the past ten (10) years by Applicants or Residents, household members, and guests which involved criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotics paraphernalia, which did or did not result in the arrest and/or conviction of the Applicant or Resident, household member, or guest.
- “Engaged in or engaging in or recent history of” criminal activity means any act within the past ten (10) years by Applicant or Resident, household member, or guest which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other Residents or DHC employees, which did or did not result in the arrest and/or conviction of the Applicant or Resident, household member, or guest.

In evaluating evidence of negative past behavior, DHC will give fair consideration to the seriousness of the activity with respect to how it would affect other Residents and/or the likelihood of favorable conduct in the future as evidenced by rehabilitation.

DHC will not waive this policy.

DHC may permit eligibility for occupancy if the involved Family member(s) does not reside in the household. DHC will consider as evidence that the person is no longer in the household:

- a divorce decree;
- incarceration;
- a death certificate;
- a copy of a new lease with the owner's telephone number and address; or
- other substantiating evidence.

g. Permanent Denial of Admission

DHC will permanently deny admission to public housing to persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing in violation of any Federal or State law. "Premises" is defined as the building or complex in which a dwelling unit is located, including common areas and grounds.

DHC will not waive this requirement.

h. Other Criminal Activity

"Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other Residents.

For the purposes of this policy, this is construed to mean that a member of the current Family has been arrested or convicted of any criminal or drug-related criminal activity within the past ten (10) years.

"Violent criminal activity" means any criminal activity by a Family member that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

No Family member may be subject a to lifetime sex offender registration requirement. This provision will not be waived.

No Family member may have engaged in or threatened abusive or violent behavior toward DHC personnel at any time within the past ten (10) years.

No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last ten (10) years.

i. **Evidence**

DHC must have credible evidence of the alleged violation and must establish the violation by a preponderance of the evidence. "Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids, arrest warrants, or evidence gathered by DHC inspectors and/or investigators.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it. That is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

DHC may pursue fact-finding efforts as needed to obtain credible evidence.

j. **Obtaining Information from Drug Abuse Treatment Center**

DHC will inquire of all Applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.

DHC will inquire of all Applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility.

All Applicants who respond in the affirmative will be required to sign a written consent authorizing DHC to receive information from the drug abuse treatment facility stating only whether the facility has reasonable

cause to believe that the Applicant is currently engaging in the illegal use of a controlled substance. The authorization will be sent to the drug abuse treatment facility.

DHC will maintain information received from a drug abuse treatment facility as confidential. This information will not be misused or improperly disseminated and will be destroyed not later than five (5) days after the date on which DHC gives final approval for admission.

If the application is denied, the information will be destroyed after 1,185 days.

k. Hearings

If information is revealed that would cause DHC to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to DHC's hearing procedures outlined in Appendix A, Grievance Policy.

G. SCREENING FOR SUITABILITY [24 CFR 960204, 960.205]

In developing its admission policies, the aim of DHC is to attain a Resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, DHC will deny admission to Applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its Residents.

DHC will conduct a detailed interview of all Applicants. The interview form will contain questions designed to evaluate the qualifications of Applicants to meet the essential requirements of residency. Most answers will be subject to third-party verification.

An Applicant's misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, Family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by DHC.

DHC's minimum age for admission as head of household is 18, unless the Applicant is an emancipated minor. DHC does not permit a parent or legal guardian to co-sign the lease on the Applicant's behalf if the head of household is under 18.

As part of the final eligibility determination, DHC will screen each Applicant household to assess its suitability as Residents.

DHC shall rely upon sources of information which may include, but not be limited to, DHC records, personal interviews with the Applicant or Resident, interviews with previous landlords, employers, social workers, parole officers, criminal and court records, clinics, physicians or law enforcement agencies.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a Resident, criminal records, the ability of the Applicant to maintain the responsibilities of tenancy, and whether the conduct of the Applicant in present or prior housing has been such that admission to DHC's housing would adversely affect the health, safety or welfare of other Residents

DHC's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The Applicant's past performance in meeting financial obligations, especially rent.
- Any record of eviction or of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other Residents or neighbors.
- Any history of criminal activity on the part of any Applicant Family member, including drug-related criminal activity.
- Any history or evidence of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
- Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other Residents.
- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other Residents.

The ability and willingness of an Applicant to comply with the essential lease requirements will be verified and documented by DHC. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the Applicant and other Family members listed on the application in present and prior housing.

1. Rent Paying Habits

DHC will examine any PHA records from a prior tenancy and will request written references from the Applicant's current landlord and may request written references from former landlords for up to the past three (3) years.

Based upon these verifications, DHC will determine if the Applicant was chronically late with rent payments, was evicted at any time during the past three (3) years for non-payment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the Applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent pursuant to a court approved escrow or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide) and responsible efforts were made by the Family to resolve the nonpayment problem.

The lack of a credit history will not disqualify a Family but a poor credit history as related to housing payments will disqualify a Family. DHC will review the history of utility payments in an Applicant's credit report.

2. Screening Applicants Who Claim Mitigating Circumstances

"Mitigating circumstances" are facts relating to the Applicant's record of unsuitable rental history or behavior, which, when verified would indicate both (1) the reason for the unsuitable rental history and/or behavior, (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and (3) the Applicant's prospect for lease compliance is an acceptable one justifying admission.

If unfavorable information is received about an Applicant, consideration may be given to mitigating circumstances. In order to be factored into DHC's screening assessment of the Applicant, mitigating circumstances must be verified.

If the mitigating circumstances claimed by the Applicant relate to a change in disability, medical condition or course of treatment, DHC shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. DHC shall

also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

- Evidence of successful rehabilitation;
- Evidence of the Applicant Family's participation in and completion of social service or other appropriate counseling service approved by DHC; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the Applicant will qualify for admission. DHC will consider such circumstances in light of:

- The Applicant's ability to substantiate, through verification, the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The Applicant's overall performance with respect to all of the screening requirements.

3. Qualified and Unqualified Applicants

Information, which has been verified by DHC, will be analyzed and a determination will be made with respect to:

- The eligibility of the Applicant as a Family;
- The eligibility of the Applicant with respect to income limits for admission;
- The eligibility of the Applicant with respect to citizenship or eligible immigration status; and
- Preference category, if any, to which the Family is entitled.

Assistance to a Family may not be delayed, denied or terminated on the basis of the Family's ineligible immigration status unless and until the Family completes all the verification and appeals processes to which they are entitled under both immigration and DHC procedures, except for a pending DHC hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. DHC shall provide Applicants an opportunity for an informal hearing (see Appendix A, Grievance Policy).

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible but fail to meet the Applicant Screening Criteria, will be offered an opportunity for a meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

DHC will make every effort to accurately estimate an approximate date of occupancy. However, the date given by DHC does not mean that Applicants should expect to be housed by that date. The availability of a suitable unit to offer a Family is contingent upon factors not directly controlled by DHC, such as turnover rates and market demands as they affect bedroom sizes and development location.

4. Documenting Findings

An authorized representative of DHC shall document any pertinent information received relative to the following:

- **Criminal Activity** – includes the activities listed in the definition of criminal activity in this Chapter.
- **Pattern of Violent Behavior** – includes evidence of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
- **Pattern of Drug Use** – includes a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other Residents.
- **Drug-Related Criminal Activity** – includes evidence that the Applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.
- **Pattern of Alcohol Abuse** – includes a pattern of alcohol abuse that might interfere with the health, safety or right to peaceful enjoyment of the premises by other Residents.
- **Initiating Threats** – includes behaving in a manner indicating an intent to assault employees or other Residents.

- **Abandonment of a DHC Housing Unit** – includes leaving without advising DHC officials.
- **Non-Payment of Rightful Obligations** – includes rent and/or utilities and other charges owed to DHC or any other PHA.
- **Intentionally Falsifying an Application for Leasing** – includes uttering or otherwise providing false information about Family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
- **Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the Applicant resides, or which are seriously disturbing to neighbors or disrupt sound Family and community life, indicating the Applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
- **Grossly Unsanitary or Hazardous Housekeeping** – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the Family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include Families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
- **Destruction of Property** – in previous rentals.
- **Whether Applicant or Resident is Capable of Maintaining the Responsibilities of Tenancy** – in the case of Applicants for admission, the person's present living arrangements and a statement obtained from Applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide will also be considered in making this determination.

5. Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare; or
- Are students

H. HEARINGS

If information is revealed that would cause DHC to deny admission to the Applicant and the Applicant disputes the information, she/he shall be given an opportunity for an informal hearing according to DHC's hearing procedures outlined in Appendix A,. Grievance Policy.

CHAPTER 3 APPLYING FOR ADMISSION

INTRODUCTION

DHC will ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list and limitations on who may apply. The primary purpose of the intake function is to gather information about the Family, but DHC will also utilize this process to provide information to the Family, to ensure an accurate and timely decision of eligibility. Applicants will be placed on the waiting list in accordance with this Chapter.

A. HOW TO APPLY

Families who wish to apply for DHC housing must complete a written application form. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request.

Persons with disabilities may call DHC to receive an application through the mail or make other arrangement to complete an application.

Applicants may apply to be included on a central or site based waiting lists at a central location.

The application process will involve two (2) phases.

- The first is the “initial” application for admission (referred to as a pre-application) which establishes place on the waiting list.

The pre-application will be dated, time-stamped, and processed for Resident selection and assignment.

- The second phase is the “final determination of eligibility for admission” (referred to as the full application). The full application takes place when the Family reaches the top of the waiting list. At this time DHC ensures that verification of all eligibility factors is current in order to determine the Family’s eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

DHC will utilize a preliminary application form (pre-application) for the initial application for public housing. The application will be taken in person and the data entered into the computer. The application may also be mailed to the Applicant and, if requested, it will be mailed in an accessible format.

Translation will be provided for non-English speaking Applicants by DHC staff or an outside source.

The pre-application will contain questions designed to obtain the following Family information.

- Names of head of household and spouse;
- Names of adult members and age of all members;
- Number of Family members;
- Street address and phone numbers;
- Mailing address;
- Annual income;
- Source(s) of income received by household members;
- Information regarding request for reasonable accommodation or for accessible unit;
- Social Security Numbers;
- Race/ethnicity; and
- Marital status.

Duplicate applications will not be accepted. Applicants from a segment of an Applicant household will be accepted.

Pre-applications will not require interviews. Information on the application will not be verified until the Applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform DHC, in writing, of changes in Family composition, income, and address, as well as any changes in their preference status. Changes will be accepted over the phone as a reasonable accommodation for disabled Applicants. Applicants are also required to respond to requests from DHC to update information on their application or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the Applicant being removed from the waiting list. The Applicant is entitled to an internal hearing upon removal from the waiting list. (See Appendix A, Complaints, Grievances and Appeals).

C. NOTIFICATION OF Applicant STATUS

If after a review of the pre-application the Family is determined to be preliminarily eligible, it will be notified in writing.

This written notification of preliminary eligibility will be mailed to the Applicant or distributed to the Applicant in the manner requested as a reasonable accommodation.

D. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the Family is on the waiting list will be verified once the Applicant reaches the top of the waiting list and completes the full application process.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an Applicant has been on the waiting list.

Applicants on the waiting list who will be selected in the near future will be sent a letter (see Chapter 4 on Resident Selection and Assignment Plan). The letter will request the Applicant to call to make an appointment or notify the Applicant of an application interview and request the Applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter.

The full application will be completed when the Applicant attends the interview.

Requirement to Attend Interview

DHC utilizes the full application interview to discuss the Family's circumstances in greater detail, to clarify information which has been

provided by the Family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the Family by providing information about the application and verification process, as well as to advise the Family of other DHC services or programs which may be available.

All adult Family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship. The head of household and spouse are both required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the Family. The head of household, however, will be required to attend an interview within seven (7) calendar days to review the information and to certify by signature that all the information is complete and accurate.

It is the Applicant's responsibility to reschedule the interview if she/he misses the appointment. If the Applicant does not reschedule or misses two (2) scheduled appointments, DHC will deny the application and the Applicant will be removed from the waiting list. The Applicant shall not be entitled to an informal hearing.

If an Applicant fails to appear for an appointment, DHC will automatically schedule a second appointment. If the Applicant misses the second appointment without prior approval, the application will be denied unless she/he can provide acceptable documentation to DHC that an emergency prevented him/her from appearing and the Applicant will be removed from the waiting list. The Applicant shall not be entitled to an informal hearing.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information only with written permission of the person with a disability.

All adult members must sign Form HUD-9886, "Release of Information and Privacy Notice", the declarations and consents related to citizenship/immigration status and any other documents required by DHC. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for rejection of the application for failure to provide necessary certifications and releases as required by DHC.

Information provided by the Applicant will be verified, including information related to Family composition, income, allowances and deductions,

assets, eligible immigration status, full-time student status and other factors related to preferences, eligibility and rent calculation.

If DHC determines at or after the interview that additional information or document(s) are needed, DHC will request the document(s) or information in writing. The Family will be given fourteen (14) calendar days to supply the information. If the information is not supplied in this time period, DHC will provide the Family a notification of denial for assistance. (See Appendix A, Grievance Policy).

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to DHC's housing:

- Preference verification;
- Family composition and type;
- Annual income;
- Asset and Asset Income;
- Deductions from Annual Income;
- Social Security Numbers of all Family members;
- Information used in Applicant screening;
- Citizenship or eligible immigration status; and
- Criminal History Report.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, DHC will make a final determination of eligibility. This decision is based upon information provided by the Family, the verification completed by DHC, and the Resident suitability determination (see Chapter 2 on Eligibility for Admission).

The household is not actually eligible for a unit offer until this final determination has been made though they may have been preliminarily determined eligible and may have been listed on the waiting list.

CHAPTER 4 RESIDENT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

Site-Based Waiting Lists

Per the Quality Housing and Work Responsibility Act of 1998, DHC may implement site-based waiting lists.

INTRODUCTION

Each Applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list or, if applicable, on a site-based waiting list for the development in which the Applicant wishes to reside. Applicants will be listed in sequence based upon the date and time the application is received, the size and type of unit they require, and where applicable, at the site at which they wish to reside and factors of preference or priority. In filling an actual or expected vacancy, DHC will offer the dwelling unit to an Applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. DHC will offer the unit until it is accepted. This Chapter describes DHC's policies with regard to the number of unit offers that will be made to Applicants selected from the waiting list and the management of the waiting list.

DHC's Objective

DHC policies will be followed consistently and will affirmatively further fair housing goals.

DHC will ensure that Families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any Family unnecessarily or made to any Family prematurely.

When appropriate units are available, Families will be selected from the waiting list in their preference determined sequence.

Based on DHC's turnover and the availability of appropriate sized units, groups of Families will be selected from the waiting list to form a final eligibility pool. Selection from the pool will be based on completion of verification of eligibility.

A. MANAGEMENT OF THE WAITING LIST

DHC will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- The application will be retained for 1,185 days.
- All Applicants on the waiting list will be maintained in order of preference by unit size, date and time of application receipt.
- Applications equal in preference will be maintained by date and time sequence.
- All Applicants must meet applicable income eligibility requirements.

1. Opening and Closing the Waiting Lists

DHC, at its direction, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. DHC may open or close the list by local preference category.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of Applicants who qualify for a local preference, and the ability of DHC to house an Applicant in an appropriate unit within a reasonable period of time.

When DHC opens the waiting list, DHC will advertise through public notice in local newspapers, minority publications and media entities the location(s), and program(s) for which applications are being accepted.

The notice will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting lists offered by DHC.
- The programs for which applications will be taken.
- A brief description of the program.
- A statement that Section 8 Housing Choice Voucher participants must submit a separate application if they want to apply for public housing.
- Limitations, if any, on who may apply.

The notices will be made available in an accessible format, if requested. They will provide potential Applicants with information that includes DHC's address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as a reasonable accommodation for submission of an application after the closing deadline. This reasonable accommodation may be available to allow persons with disabilities the opportunity to submit an application in cases where a social service organization provides inaccurate or untimely information about the closing date.

Documentation of the provision of inaccurate or untimely information must be provided by the Applicant.

2. When Acceptance of Applications is Suspended

DHC may suspend the acceptance of applications if there are enough local preference holders to fill anticipated openings for the next 12 to 24 months.

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

Closing of the waiting list shall be announced in the same manner as the opening of the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover the next 12 to 24 months. DHC will give at least fourteen (14) calendar days notice prior to closing the list. When the period for accepting applications is over, DHC will add the new Applicants to the list by unit size, local preferences, and date and time of application receipt.

DHC will update the waiting list at least annually by removing the names of those Families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, DHC will advise Families of their responsibility to notify DHC when mailing address or telephone numbers change.

3. Reopening the List

If the waiting list is closed and DHC decides to open the waiting list, DHC will publicly announce the opening.

DHC may elect to open the waiting list for specific unit sizes, local preference or elderly, near elderly, or disabled Applicant and continue to keep the balance of the waiting list closed.

4. Limits on Who May Apply

When the waiting list is open, any Family asking to be placed on the waiting list will be given the opportunity to complete an application.

When the application is submitted to DHC it establishes the Family's date and time of application for placement order on the waiting list.

5. Multiple Families in Same Household

When Families apply that consist of two (2) Families living together, such as a mother and father, and a daughter with her own husband or children, if they apply as a Family unit, they will be treated as a Family unit.

B. SITE-BASED WAITING LISTS

DHC may offer site-based waiting lists. Applicants may apply at a central location to be included on the central or site-based waiting lists.

When there are insufficient Applicants on a site-based waiting list, DHC will contact Applicants on other site-based waiting lists who may qualify for the type of housing with insufficient Applicants. "Insufficient Applicants" on a list will be defined as not enough Families to fill vacancies for at least 12 to 24 months, based on anticipated turnover at the development.

Every reasonable action will be taken by DHC to assure that Applicants can make informed choices regarding the development(s) in which they wish to reside. DHC will disclose information to Applicants regarding the location of available sites, occupancy number and size of accessible units. DHC will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the Applicant will likely have to wait to be admitted to units of different types.

C. WAITING LIST PREFERENCES

A preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every Applicant must meet DHC's selection criteria as defined in this ACOP.

DHC's preference system will work in combination with requirements to match the characteristics for the Family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by applicable law or this ACOP, DHC will give preferences to qualified Families.

Families who reach the top of the waiting list will be contacted by DHC to complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by DHC.

Among Applicants with equal preference status, the waiting list will be organized by date, time and unit size.

If an Applicant makes a false statement in order to qualify for a local preference, DHC will deny admission to the program for the Family.

Local Preferences

The preference system described below will work in combination with requirements to match the characteristics of the Family to the type of unit available, including units with targeted populations and income targeting requirements. The ability to provide preferences for some family types will depend on unit size available.

A public hearing with opportunity for public comment will be held before DHC adopts any local preference.

DHC will use the following preferences:

1. Federally Declared National Disasters Preference:

DHC may use available public housing units to assist Applicants affected by a national disaster that occurred on or after July 1, 2005, as designated by Executive Order of the President of the United States. This preference category shall take precedence over all other local preference categories.

2. Working Preference (24 CFR 5.415)

For Families where the head of household, spouse or sole Family member is employed and has been employed for twelve (12) months:

- While the Family is on the waiting list – employment by a previously employed Family member, age 18 or over, that lasts at least 90 days. The employment must provide a minimum of 20 hours of work per week for the Family member claiming the preference.
- Employment at the time of offer – to receive the local preference, the Applicant Family must have at least one Family member, age 18 or older, employed at the time of DHC's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide

a minimum of 20 hours per week for the Family member claiming the preference.

This includes Families who are graduates of or participants in educational and training programs designed to prepare the individual for the job market.

3. Victims of Domestic Violence Preference

A local preference is available for an Applicant that can verify involuntary displacement due to domestic violence. The actual or threatened violence must have occurred within the past twelve (12) months or be of a continuing nature and documented through police reports or shelter facility records.

An Applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

To qualify for this preference, the abuser must still reside in the unit from which the Applicant was displaced. The displacement from the unit must be verified as being involuntary, to avoid an attempt to circumvent the waiting list by the alleged victim and abuser. If the abuser moves out of the unit after the Resident moves out, she/he cannot reunite with the Family, unless DHC gives written approval to the abuser, by placing the persons name on the lease. Otherwise, the Resident may be terminated for having a boarder. (See Chapter 9, Leasing).

DHC will approve the return of the abuser to the household if DHC verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of recurrence of violent behavior. The verification must be from a medical or counseling institution with professionally trained staff which is licensed in marriage counseling and/or a certified professional in a related discipline.

If the abuser returns to the Family without DHC approval, DHC will deny admission to public housing or terminate the Resident's lease.

If prior written approval is given by DHC for the abuser to reunite with the victim, subject to the victim's request in writing, the abuser will be removed from the lease if an abusive behavior is demonstrated while a member of the household. If the victim refuses removal of the abuser, the victim's lease will be terminated.

4. Elderly or Disabled Families Preference

Applicants who are elderly or disabled will be given a selection priority over all single Applicants regardless of preference status.

D. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF ApplicantS

Before applying its preference system, DHC will first match the characteristics of the available unit to the Applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income-mixing, income targeting, or units in housing designated for the elderly limit the admission of Families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and Family characteristics, it is possible that Families who are lower on the waiting list may receive an offer of housing ahead of Families with an earlier date and time of application.

E. INCOME TARGETING

DHC will monitor its admissions to ensure that at least 40% of Families admitted to public housing in each fiscal year have incomes that do not exceed 30% of area median income.

Families whose incomes do not exceed 30% of area median income will be referred to as “extremely low-income families” in this ACOP.

Once DHC has met the 40% targeted income requirement for new admissions of extremely low-income families, DHC will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

F. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head of household, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved designated housing plan.

DHC has an approved Designated Housing Plan. The Designated Housing Plan is listed in the Supplemental Policies to this ACOP.

DHC will take the following action when processing Families for developments designated for the elderly:

- When there are insufficient Elderly Families who wish to reside in a development, Near-Elderly Families (head of household or spouse ages 50-61).

- When there are insufficient Elderly or Near-Elderly Families who wish to reside in a development and units are ready for leasing more than sixty (60) days, all other Family types are eligible for such units.
- Families with members who require a unit with accessible features will receive preference for such unit over Families who do not require such features.

Procedure to be Used when there are Insufficient Applicants on the Waiting List

When there are insufficient Applicants on the waiting list for an elderly-designated development, the development will contact the Applicants on the waiting list to determine their interest in applying for the waiting list of the development with insufficient Applicants on it. If an interested Elderly Family is located, the housing management staff of the development with no waiting list will place the Applicant on its waiting list and will contact the Applicant to verify his/her preference and complete a full application when his/her name is close to the top of the waiting list.

Where DHC anticipates that there are insufficient Elderly or Near-elderly Families on the waiting list for these units, DHC will notify local senior service centers and local media sources aimed at the elderly to recruit Elderly Families for the waiting list for these developments.

When there are no Elderly Applicants from other sites interested in the elderly-designated development, after conducting outreach, Near-elderly Applicants who are 50-61 years of age can be admitted to the elderly-designated development. If there are no Near-elderly Applicants on the list, the development housing management staff will contact Near-elderly Applicants on other development lists to determine interest and add to their list, if applicable.

When there are no Near-elderly Applicants from other sites interested in the elderly-designated development, after conducting outreach, single Applicants who are below 50 years of age can be admitted to the elderly-designated development.

G. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, Disabled Families with a head of household, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to accessible units.

DHC has units designed for persons with mobility, sight and hearing impairments (referred to as accessible units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to Families with disabled Family members who require the modifications or facilities provided in the units.

H. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible Families. In accordance with DHC's occupancy standards, eligible Families not needing accessible units will be admitted to DHC's general occupancy units.

DHC will use its local preference system as stated in this Chapter for admission of eligible Families.

DHC will treat all single Applicants who are not elderly or disabled as they would any other Family for admission purposes

I. DECONCENTRATION OF POVERTY AND INCOME-MIXING

DHC's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income Residents into lower income developments and lower income Residents into higher income developments, where possible.

Gross annual income is used for income limits at admission and for income-mixing purposes.

1. Deconcentration Methodology

DHC shall admit lower income Families to higher income developments and admit higher income Families to lower income developments using the following steps:

Step 1: DHC will annually determine the average income of all Families residing in all of its' general occupancy (Family) developments (including Families residing in developments approved for demolition or conversion to Resident-based assistance and Families residing in public housing units in mixed-finance developments).

Step 2: DHC will annually determine the average income of all Families residing in each building of each general occupancy development.

Step 3: DHC will annually characterize each building of each general occupancy development as higher income or lower income based on whether the average income in the building is above or below the overall average.

Step 4: DHC will determine which Families on the waiting list have incomes higher than the DHC-wide average and designate these Families “higher income Families,” and which have incomes lower than the DHC-wide average and designate these Families “lower income Families.”

Step 5: When a unit becomes available in a higher income building, DHC shall skip Families on the waiting list if necessary to reach a lower income family to whom it will offer the unit except in cases of Families who are victims of domestic violence. When a unit becomes available in a lower income building, DHC shall skip Families on the waiting list if necessary to reach a higher income Family to whom it will offer the unit except in cases of Families who are victims of domestic violence.

Skipping shall be applied to both site-based and DHC-wide waiting lists.

If the waiting list does not contain a Family in the income category to which the unit is to be offered, DHC shall offer the unit to a Family in the other income category.

2. Definition of Building for Purposes of Deconcentration

For purposes of deconcentration, a “building” is one or more contiguous structures containing at least 8 public housing units.

For scattered sites and small developments, if a development contains no structures that qualify as a building, the deconcentration requirement is applied to the entire development as if the development were a building.

If DHC has provided the Family that resided in public housing on the site of a mixed-finance or other development the right to return to that development after revitalization, the deconcentration policy is inapplicable to that Family.

A Family has the sole discretion whether to accept an offer of a unit made under the deconcentration policy. DHC shall not take any adverse action toward any eligible Family for choosing not to accept an offer of a unit.

DHC shall uniformly limit the number of offers received by Applicants. Nothing in the deconcentration policy relieves DHC of the obligation to meet the income targeting requirements.

DHC Incentives for Higher Income Families

DHC may offer certain incentives to higher income families willing to move into lower income developments.

J. VERIFICATION OF PREFERENCE QUALIFICATION

An Applicant may be placed on the waiting list upon his/her certification that she/he qualifies for a preference. When the Applicant is selected from the waiting list for the final determination of eligibility, the preference will be verified.

DHC will verify all preference claims at the time of full application.

If the preference verification indicates that an Applicant does not qualify for the preference, the Applicant will be returned to the waiting list and ranked without the local preference.

Change in Circumstances

Changes in circumstances while on the waiting list may affect the Applicant's entitlement to a preference. An Applicant is required to notify DHC in writing when his/her circumstances change.

K. PREFERENCE DENIAL

If DHC denies a preference, DHC will notify the Applicant in writing of the reasons why the preference was denied and offer the Applicant an opportunity for an informal meeting. The Applicant will have fourteen (14) calendar days to request a meeting in writing. If the preference denial is upheld as a result of the meeting, or the Applicant does not request a meeting, the Applicant will be placed on the waiting list without benefit of the preference.

If the Applicant falsifies a document or makes false statements in order to qualify for any preference, she/he will be removed from the waiting list with notification to the Applicant.

L. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged at least once a year by a mailing to all Applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an Applicant fails to respond within fourteen (14) calendar days, she/he will be removed from the waiting list. If a letter is returned without a forwarding address, the Applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated. An extension to reply to the purge notification will be considered as a reasonable accommodation requested by a person with a disability.

If an Applicant is removed from the waiting list for failure to respond, she/he will not be entitled to an informal review unless a person with a disability requests a review as a reasonable accommodation for being unable to reply within the proscribed period, or the Applicant claims a verifiable mitigating circumstance.

Notices will be made available in an accessible format upon the request of a person with a disability. DHC allows a grace period of fourteen (14) calendar days after completion of the purge. Applicants who respond during this grace period will be reinstated.

DHC will give written notification to all Applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

Applicants will be notified with confirmation of DHC's receipt of their application that they are responsible for notifying DHC within fourteen (14) calendar days, if they have a change of address.

M. OFFER OF ACCESSIBLE UNITS

DHC has accessible units designed for persons with mobility, sight and hearing impairments.

No non-disabled Applicant will be offered these units until all eligible disabled Applicants have been considered.

Before offering a vacant accessible unit to a non-disabled Applicant, DHC will offer such units:

- First, to a current Resident of another unit of the same development or other public housing developments under DHC's control who has a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified Applicant on the waiting list who has a disability that requires the special features of the vacant unit.

When offering an accessible unit to a non-disabled Applicant, DHC will require the Applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current Resident or an Applicant needs the features of the unit and there is another unit available for the Resident. The move will be at the Resident's expense. This requirement will be a provision of the Lease.

See "Leasing" Chapter 9.

N. PLAN FOR UNIT OFFERS

DHC's plan for selection of Applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, or national origin is to make two (2) offers. The offers must be of a suitable unit in the location with the higher number of vacancies which has available units.

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

O. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between placement on the waiting list and an offer of a suitable unit may affect the Family's eligibility or Total Tenant Payment. The Applicant will be notified in writing of changes in his/her eligibility or level of benefits and offered the right to an informal hearing when applicable (See Appendix A, Grievance Policy).

Applicants with a Change in Family Size or Status

Changes in Family composition, status, or income between the time of the interview and the offer of a unit will be processed.

The Applicant will take his/her appropriate place on the waiting list according to the date she/he applied.

P. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an Applicant rejects the final unit offer, DHC will remove the Applicant's name from the waiting list. Removal from the waiting list means the Applicant must reapply for admission.

Q. ACCEPTANCE OR REJECTION OF UNIT

Applicants must accept a unit offer within 24 hours of the time the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an Applicant by telephone, DHC will send a letter by certified mail, return receipt requested, notifying the Applicant to contact DHC. If the Applicant fails to respond within seven (7) calendar days of the date of mailing, the Applicant will be removed from the waiting list.

Within 72 hours of acceptance of the unit, the Applicant must pay DHC the security deposit and first month's rent. If the Applicant fails to pay the security deposit and first month's rent, the Applicant shall be moved to the ready pool and be offered a unit at a later date.

1. Applicants Unable to Take Occupancy

If an Applicant is unable to take occupancy at the time of the offer for "good cause," the Applicant will not be removed from the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a unit include, but are not limited to:

Inability to timely pay security deposit and first month's rent;

- An elderly or disabled Family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)];
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- Presence of lead paint in the unit offered when the Applicant has children under the age specified by current law;
- A qualified, knowledgeable, health professional verified the temporary hospitalization or recovery from illness of the head of household, other household members, or a live-in aide necessary to care for the head of household;
- The unit is inappropriate for the Applicant's disabilities; or

- The Family demonstrated to DHC's satisfaction that accepting the offer will result in a situation where a Family member's life, health or safety will be placed in jeopardy. The Family must offer specific compelling documentation such as restraining orders or other court orders for risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the Family.

2. Refusal of Offer

If the unit offered is inappropriate for the Applicant's disabilities, the Family will retain its position on the waiting list.

If the unit offered is refused for other reasons, DHC will follow the applicable policy as listed in the "Plan for Unit Offers" and the "Applicant Status After Final Offer" section above.

Refusals due to the location of the unit alone are not considered to be good cause.

CHAPTER 5

OCCUPANCY STANDARDS

INTRODUCTION

These occupancy guidelines are established by DHC to ensure that Families of the appropriate size occupy units. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized Families when they are selected from the waiting list, when a Family's size changes, or when a Family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

DHC does not determine who shares a bedroom/sleeping room, but there must be at least one (1) person per bedroom. DHC's occupancy guidelines for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned so that:

- Consideration will also be given for medical reasons and the presence of a live-in aide.
- Generally, DHC will assign one (1) bedroom or two (2) bedrooms within the following guidelines:
 - a) Adults of different generations, persons of the opposite sex, other than spouses, and unrelated adults will not be required to share a bedroom.
 - b) Separate bedrooms should be allocated for persons of the opposite sex, other than adults who have a spousal relationship and children under 18.
 - c) Foster children will be included in determining unit size only if they will be in the unit for more than 12

months. Exceptions to this guideline will be considered on a case by case basis.

- d) Live-in aides will generally be provided a separate bedroom. No additional bedrooms will be provided for the live-in aide's Family.
- e) Space will not be provided for a Family member who will be absent most of the time, such as a member who is away in the military.
- f) Single person Families shall be allocated a zero/one bedroom unit.

The living room will not be used as a bedroom except with written DHC approval. Basements can never be used as living space.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedrooms	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO OCCUPANCY STANDARDS

DHC will grant exceptions from these guidelines in cases where it is the Family's request or DHC determines the exceptions are justified by the relationship, age, sex, health or disability of Family members, or other individual circumstances, and there is a vacant unit available. If an Applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- For a three-person Family that includes two (2) adults and an infant, DHC may allow the Family to lease a one-bedroom unit in a desired general occupancy development.
- However, DHC will not lease a one-bedroom unit to a three-person Family that includes two (2) adults and an adolescent or teenager.

- In cases such as those above, a Family that voluntarily, during a three (3) year period, accepts a unit that is smaller than what the Family is eligible for will be required to sign a statement that unless there is an increase in Family size, the Family agrees that it is ineligible for transfer to a larger unit for at least three (3) years.
- DHC may offer a Family a unit that is larger than required by DHC's occupancy standards, if the waiting list is short of Families large enough to fill the vacancy or DHC determines that the common area for the development is insufficient for accommodating any additional large Families.
- In all cases, where the Family requests an exception to the general occupancy standards, DHC will evaluate the relationship and ages of all Family members and the overall size of the unit.
- The Family may request to be placed on a larger bedroom size waiting list than indicated by DHC's occupancy guidelines. The request must explain the need or justification for a larger bedroom size and must be verified by DHC before the Family is placed on the larger bedroom size list.

C. OTHER CIRCUMSTANCES

Circumstances may dictate a larger size than the occupancy standards permit when persons cannot share a bedroom because of medical reasons or a need for medical equipment. A knowledgeable professional must verify such requests.

DHC will not assign a larger bedroom size due to additions of Family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the Family residing in the unit must be approved by DHC. The Family must obtain approval of any additional Family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the Family must inform DHC within fourteen (14) calendar days so the person can be added to the lease.

To avoid vacancies, DHC may provide a Family with a larger unit than the occupancy standards permit. The Family must agree to move to a suitable, smaller unit when another Family qualifies for the larger unit and there is a suitable smaller unit available. The move shall be at the Family's expense. This requirement shall be a provision of the lease.

D. ACCESSIBLE UNITS

DHC has accessible units designed for persons with mobility, sight and hearing impairments.

Preference for occupancy of these units will be given to Families with disabled Family members who require the modifications or facilities provided in the units.

No non-disabled Applicants will be offered these units until all eligible disabled Applicants have been considered.

Accessible units will be offered and accepted by non-disabled Applicants only with the understanding that such Applicants must accept a transfer to a non-accessible unit at a later date if a person with a disability requiring the unit applies housing and is determined eligible. The move shall be at the Family's expense. This provision shall be a requirement of the lease.

CHAPTER 6
DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615]

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that Families are not paying more or less money for rent than they are obligated to pay.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (“TTP”). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work responsibility Act (“QHWRA”) gives DHC broader flexibility. DHC’s policies in this Chapter address those areas that allow DHC discretion to define policies and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

Effective July 1, 2005, DHC has established \$50.00 as minimum rent.

In the event a Family believes the imposition of a minimum rent would create a financial hardship, the Family may request an exemption from payment of minimum rent. Financial hardship includes these situations:

- When the Family income decreases due to changed circumstances, including loss of employment;
- When a death has occurred in the Family;
- When the Family would be evicted because it is unable to pay the minimum rent;

- The Family has lost eligibility or is awaiting an eligibility determination to receive Federal, state or local assistance (this includes legal aliens entitled to receive assistance under the Immigration and Nationality Act); and
- Other situations as determined by DHC.

If a Family requests a financial hardship exemption, DHC must suspend the minimum rent requirement beginning the month following the Family's request for a hardship exemption and continuing until DHC determines whether there is a qualifying financial hardship and whether it is temporary, less than 90 days, or long term, 90 days or more.

DHC must promptly determine whether a qualifying hardship exists and whether it is temporary or long term. DHC may not evict the Family for nonpayment of minimum rent during the 90-day period beginning the month following the Family's request for a hardship exemption.

If DHC determines that a qualifying financial hardship is temporary, DHC must reinstate the minimum rent from the beginning of the suspension of the minimum rent. DHC must offer the Family a reasonable repayment agreement, on terms and conditions established by the DHC, for the amount of back minimum rent owed by the Family.

If DHC determines there is no qualifying hardship exemption, DHC must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The Family must pay the back rent on terms and conditions established by the DHC.

In cases where DHC determines either that a temporary qualifying hardship exists, or that no qualifying financial hardship exists, the terms of the repayment agreement are as follows:

- The head of household shall sign a repayment agreement;
- The back rent owed must be paid in equal payments not to exceed six (6) months; and
- Failure to adhere to the terms of the agreement is grounds for eviction.

If DHC determines a qualifying financial hardship is long term, DHC must exempt the Family from the minimum rent requirement so long as such hardship continues. Furthermore, DHC will conduct a recertification every 90 days during the period the financial hardship exists.

The exemption shall apply from the beginning of the month following the Family's request for hardship exemption until the end of the qualifying hardship.

The financial hardship exemption only applies to the minimum rent (as determined pursuant to § 5.628(a)(4) and § 5.630), and not to the other elements used to calculate the TTP (as determined pursuant to § 5.628(a)(1), (a)(2) and (a)(3)).

If a Family requests a hearing under DHC's grievance procedure to review DHC's determination denying or limiting the Family's claim to a financial hardship exemption, the Family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues. (QHWRA; SECTION 507 (A)(B))

B. INCOME AND ALLOWANCES

Income is money, which is to be used as income for purposes of calculating the TTP. In accordance with this definition, income from all sources of each Family member will be documented.

Annual Income is the gross amount of Income anticipated to be received by the Family during twelve (12) months after certification or recertification. Gross Income is the amount of income prior to any allowable expenses or deductions and does not include excludable income. Annual Income is used to determine whether or not Applicants are within the applicable income limits. (24 CFR 5.607)

Adjusted Income is the Annual Income minus any allowable deductions.

1. Permissive Deductions

DHC does not have any additional permissive deductions to Annual Income of Residents.

2. Allowable Deductions

There are five (5) HUD authorized allowable deductions from Annual Income:

- **Child Care Expenses** – A deduction of amounts anticipated to be paid by the Family for the care of children under 13 years of age for the period for which Annual Income is computed. BUT ONLY when such is necessary to enable a Family member to be gainfully employed or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed:
 - (a) the amount of income earned by the Family member released to work; or
 - (b) an amount determined to be reasonable by DHC when the expense is incurred to permit education.

- **Dependent Deduction** – An exemption for \$480 for each member of the Family residing in the household (other than the head of household, or spouse, Live-in Aide, or foster child) who is under eighteen (18) years of age or older and disabled, disabled, or a full-time student.
- **Disabled Expenses** – a deduction of non-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled Family member(s), including the disabled Family member, to be employed. In no event may the amount of deduction exceed the employment income earned by the Family member(s) freed to work.

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

- a. For non-elderly Families and Elderly Families without medical expenses: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less than three percent (3%) of Annual Income provided the amount so calculated does not exceed the employment income earned.
 - b. For Elderly Families with medical expenses: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less than three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned PLUS medical expenses as defined below.
- **Medical Expense Deduction – For Elderly and Disabled Families Only**: A deduction of non-reimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. DHC shall use IRS publication 502 as guidance.

Medical expenses include but are not limited to:

- services of physicians and other health care professionals;
- services of health care facilities;
- insurance premiums (including the cost of Medicare);
- prescription and non-prescription medicines;
- transportation to and from treatment;
- dental expenses;
- eyeglasses;
- hearing aids and batteries;
- attendant care (unrelated to employment of Family members); and

- payments on accumulated medical bills.

To be considered by DHC for the purposes of determining a deduction from income, the expense claimed must be verifiable, i.e., receipts, statements from doctors or pharmacists.

- a) For Elderly Families without disabled and medical expenses: the amount of the deduction shall equal total medical expenses less three percent (3%) of Annual Income.
- b) For Elderly Families with both disabled and medical expenses: the amount of the deduction is calculated as described in Disabled Expenses above.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

3. Prescription Drug Discount Card and Transitional Assistance (Temporary Program)

a) Statutory Requirement

On December 8m, 2003, the Medicare Prescription Drug, Improvement and Modernization Act (MMA) was signed into law. The MMA, which amends the Social Security Act, states that "The availability of negotiated prices or transition assistance under this section shall not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or amounts of benefits under, any other Federal program".

The requisite result of this statutory requirement is that recipients of the Medicare prescription drug discount card and transition assistance benefit should experience no decrease in the amount of assistance received from other Federal programs as a result of this Medicare benefit, including HUD's public housing programs.

The statutory requirement will apply to Residents and Applicants who are:

1. Receiving Medicare, and
2. Are enrolled in the Medicare Prescription Drug Discount Card and Transitional Assistance Programs.

The income exclusion and deductions mandated by the MMA will continue to be applied to Residents and Applicants who remain enrolled in the temporary program and who are in compliance with the applicable Medicare program rules and regulations until May 15, 2006 UNLESS the beneficiaries have enrolled in a Medicare prescription drug plan prior to that date.

b) Rent Calculation Covered by This Statutory Requirement

1) Annual Income

In calculating Annual Income for a Family, any assistance or benefit received from the Medicare prescription discount card or the transitional assistance *must* be excluded as Annual Income for the purpose of calculating rent. Until such time that the program no longer exists for Medicare beneficiaries still under this program, DHC must:

- Exclude from Annual Income the \$600 transitional assistance subsidy for Applicants and Residents enrolled in the Medicare transitional assistance program;
- Exclude from Annual Income any negotiated prescription drug discount pursuant to the Medicare prescription drug discount card; and
- In cases where medical expenses are normally deducted from Resident's income, include a medical deduction, the Medicare assistance provided for the cost of prescription drugs pursuant to prescription drug discount cards, negotiated prescription drug price, or transitional assistance subsidies.

2) Adjusted Income

- The Medicare prescription drug discount cards and transitional assistance received by the Family must be treated as a standard medical deduction when determining the Family's medical expense deduction.
- The standard medical deduction as described at 24 CFR 5.609©(4) and 5.611(a)(3) continues to be the sum of allowable medical expenses that exceed 3 percent of Annual Income. Where all or part of the cost for prescription drugs is covered by the Medicare prescription drug discount or transitional assistance, neither the prescripton drug discount nor the transitional assistance should be considered a reimbursement for the purpose of calculating medical expense deduction.
- The prescription drug discount card program may have an enrollment fee up to \$30. Any person who receives transitional assistance will have the enrolment fee paid by Medicare. However, any person for whom Medicare does not pay the enrollment fee may claim such fees as a medical deduction.

3) Verification of Eligibility

DHC must verify the Resident has a Medicare approved prescription drug discount card. Verification must also include a determination that the prescription drug is eligible for the discount since not all prescription drugs are eligible. To ensure that the best estimate is obtained, any of the methods below will satisfy HUD's regulatory requirement:

- Obtain third-party verifications for pre-discount price of prescription drugs;
- Information on the receipt the individual receives when paying for a prescription drug if the pre-discount cost of the prescription drug is included;
- If information for the pre-discount price of the prescription drug cannot be determined with current information, the DHC will use receipts showing the amount paid for the prescription drug prior to the individual enrolling for the Medicare-approved prescription drug discount card;
- If the beneficiary cannot obtain a receipt with the pre-discount cost of the prescription drug, DHC may call the pharmacy to obtain the pre-discount cost or may use the Medicare website at www.medicare.gov to determine the pre-discount cost of the prescription drug; or
- When the pre-discount price of a prescription drug cannot be determined, the DHC will use an imputed value of \$48.17 per prescription drug as a substitute for the actual pre-discount prices. The imputed value of \$48.17 represents the national average cost per prescription drug. However, if the beneficiary can provide satisfactory evidence that he or she paid more than the imputed amount for the prescription drug, the higher amount will be used.

4) Medicare Prescription Drug Plan – Part D (Permanent Program)

Statutory Requirement

Beginning January 1, 2006, the statutory requirement applicable to the temporary prescription drug discount card and transitional assistance program will no longer apply. Benefits will stop for those recipients on May 15, 2006, or when they enroll in a Medicare Prescription Drug Plan, whichever date is first.

After May 15, 2006, the temporary program will be replaced by the statutory requirements of the Medicare Prescription drug Plan – Part D (Permanent Program).

The new Medicare Prescription Drug Plan benefit makes prescription drug coverage available to Medicare beneficiaries, providing them with substantial federal help in paying for their prescription drugs.

The requisite result is that there is no statutory protection under the Medicare Prescription Drug Plan – Part D program preventing public housing income determinations, or rents from being affected by this Medicare benefit.

Medicare beneficiaries with low incomes and limited assets are eligible for additional assistance in paying their Medicare prescription drug plan costs. This assistance is known as “low-income subsidy” and may also be referred to as “limited income” or “extra help”. Beneficiaries qualifying for the low-income subsidy will have the majority of their prescription drug plan costs and prescription drug spending covered.

a. Annual Income

In calculating Annual Income for a Family, the low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs must be excluded as Annual Income for the purpose of calculating rent.

Residents do not have to report they have enrolled in a Medicare prescription drug plan until the time of their next recertifications.

DHC will exclude from Annual Income the low-income subsidy received by beneficiaries enrolled in this program.

DHC will include as a medical expense for the medical expense deduction, the out-of-pocket expenses incurred for prescription drugs and premiums.

b. Adjusted Income

- The amount of all unreimbursed out-of-pocket expenses for prescription drugs must be treated as a standard deduction when determining the Family’s medical expenses deduction.
- The standard medical deduction as described in 24 CFR 5.609©(4) and 5.611(a)(3) continues to be the sum of allowable medical expenses.

c. Verification of Eligibility

DHC must verify that the Applicant or Resident has enrolled in a Medicare prescription drug plan. Persons enrolled in a Medicare prescription drug plan will be issued a card directly from the provider of the private prescription drug plan they select. DHC must verify:

- The amount of unreimbursed out-of-pocket expenses the Applicant or Resident will have for prescription drugs, as well as the amount of the premium for their prescription drug plan. Third-party verifications must be obtained when possible or the file must be documented why such third-party verification was not available.
- Medicare beneficiaries required to pay a premium have the option to pay the premium directly to the plan provider or have the premium deducted from the social security. Regardless of whom they pay the premiums to, the premium is an allowable medical expense.
- Medicare beneficiaries will receive statements about their prescription drug spending for months in which they have a prescription drug spending. If there is no activity in a given month, the plan is not obligated to send an explanation of benefits. Residents may provide the statements they receive to help verify how much they spend on prescription drugs.

C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609©]

DHC believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

DHC will share information regarding new policies governing training income derived from qualifying employment-training programs with Applicants, Residents and local social service providers. DHC's objective is to encourage Families to move toward self-sufficiency by excluding from their Annual Income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the Resident gainful employment skills. The exclusion of training income, in the calculation of Annual Income, is meant to be an incentive. It is DHC's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in public housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion, the Resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the Resident to merely be enrolled.

There are two (2) types of training programs that are eligible for one or more types of income exclusion.

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

The first type of training program has features that allow the training income of Residents to be excluded only while the Resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 is defined as one with goals and objectives designed to lead to a higher level of proficiency and one which enhances the individual's ability to obtain employment. The training may include, but is not limited to:

- Classroom training in a specific occupational skill;
- On-the-job training with wages subsidized by the program; or
- Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any Family member from participation in qualifying State or local employment training programs.

2. Training Income Exclusions in accordance with 24 CFR 5.609(c) (13)

This training program is specific to public housing Residents only and the regulation requires it to include specific features. This training program offers public housing Residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

DHC will determine that this training program has all five (5) components required by HUD. It must:

- be a program providing employment training and supportive services;
- be authorized by a Federal, State or local law;
- be funded by the Federal, State or local government;
- be operated or administered by a public agency; and
- have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c) (13) program, the employment training program must offer the Resident at least one of the following supportive services:

- Childcare;
- Transportation;
- Personal welfare counseling (Family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);
- Health care services (including outreach and referrals); or
- Youth leadership skills; youth mentoring.

For purposes of the 5.609 (c)(13) exclusion and public housing particularly, Annual Income does not include incremental earnings and benefits resulting to any Family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

3. Exclusion Period

The exclusion period is defined as the period during which the Family member participates in a program described in this section, plus 18 months from the date the Family member begins the first job acquired by the Family member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the Resident switches to a second job during the 18-month period, the exclusion continues.

If the Resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment-training program, and who began employment while still an Applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the Family member is terminated from employment with good cause, the exclusion period shall end.

4. Components Applicable to All Training Programs

In either program (24 CFR 5.609 (c)(8)(v) or (c)(13), at all times the income to be excluded is the incremental income only.

Incremental income is the increase between the total amount of welfare and earnings of a Family member *prior* to enrollment in the training program and welfare and earnings of the Family member *after* enrollment in the training program.

All other amounts, such as child support and alimony, are treated in the usual manner in determining Annual Income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

5. Who is Eligible for the Exclusion

Any member of the Resident's Family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program.

If a Family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

6. Verification

Upon verification, Residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their Annual Income.

7. Employment Before Completion of Training Program

A Resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a Resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the Resident started the new job, not the date they complete the training program.

The Resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

8. Other Factors to be Considered

The 18-month exclusion also applies to Residents with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account would be decreased or eliminated for a period of time.

For self-employed Residents, DHC will exclude only the net income of a Resident when factoring the earnings.

If a Resident has no income the day they enter a training program, but has a history of employment in the past, DHC will review the Resident's wages for the past 18 months and average the income. That average income will become the Resident's base amount for determining incremental earnings. Exception: If the Resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job-training program, the base pay for that Resident will be zero.

If more than six (6) months goes by before the Resident starts their first job, the earnings from that job will be counted in full.

The Resident is required to notify DHC within fourteen (14) calendar days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. DHC will determine the decrease in incremental income as a result of the training program and adjust the Resident's rent accordingly.

Residents who do not notify DHC within fourteen (14) calendar days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The rent for qualified Families may not be increased as a result of the increased income due to such employment during the 12 month period beginning on the date on which the employment begins.

A Family qualified for the earned income exclusion is:

- A Family that occupies a dwelling unit in a public housing development, is paying income-based rent;
- Whose income increases as a result of employment for one (1) or more years previous to employment;

- Whose earned income increases as a result of increased earnings by a Family member during participation in any Family self-sufficiency or other job training program; or
- That is or was, within six (6) months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least \$500 for the six (6) months period.

The definition of “previously unemployed” includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted Families or to provide work for such Families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a Family member during the self-sufficiency or job training and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six (6) month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income. The incremental increase in income is calculated by comparing the amount of the Family member’s income before the beginning of qualifying employment to the amount of such income after the beginning of employment.

1. Initial Twelve (12) Month Exclusion:

During the cumulative 12 month period beginning on the date a member of a qualified Family is first employed or the Family first experiences an increase in Annual Income attributable to employment, DHC will exclude from Annual income any increase in income of the Family member as a result of employment over the prior income of that Family member.

2. Second Twelve (12) Month Exclusion:

Upon the expiration of the 12 month period referred to above, the rent payable by a Family may be increased due to the continued employment of the Family member above, except that during the 12 month period beginning upon such expiration, the amount of the increase may not be greater than 50 percent

(50%) of the amount of the total rent increase that would be applicable except for this exclusion.

3. Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48 month period for each Family member. For each Family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12 month phased-in exclusion during the 48 month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48 month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12 month total exclusion and the second 12 month phased-in exclusion).

No earned income disallowance will be applied after the 48 month period following the initial date the exclusion was applied.

4. Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the Family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- The Family reported date of the increase in earned income;
- Name of the Family member whose earned income increased;
- Reason (new employment or participation in a job training program within 6 months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from Annual Income;
- Date(s) earned income ended and resumed during the initial cumulative 12 month period of exclusion (if any);
- Date Family member has received a total of 12 months of the initial exclusion;
- Date the 12 month phased-in period began;
- Date(s) earned income ended and resumed during the second cumulative 12 month period (phased-in) of exclusion (if any);
- Date the Family member has received a total of 12 months of phased-in exclusion; and
- Ending date of the maximum 48 month disallowance period (48 months from the date of the initial earned income disallowance).

DHC will maintain a tracking system to ensure correct application of the earned income disallowance.

5. Family's Responsibility to Report Changes

DHC will not raise rent between annual recertifications, except in the case of a change in Family composition. However, if the Family has an increase in earned income and wishes to benefit from the earned income exclusion, the Family must report the increase in income within fourteen (14) calendar days of the change.

If DHC determines that the Family is a qualified Family, the 12 month exclusion will begin on the first day of the month after the Family reports the increase in income. At annual recertification, the remainder of the 12 month full exclusion will be applied. After the 12 month full exclusion ends, the 12 month phased-in exclusion will begin. The Family will be required to report any change in income or Family composition during the period while the full or phased-in exclusion is applied.

DHC requires families to report certain changes between annual recertification. If a Family reports an increase in earned income and DHC determines that the Family is a qualified Family, the 12 month exclusion will begin on the first day of the month after the Family reports the increased income. At annual recertification, the remainder of the 12 month full exclusion will be applied. After the 12 month full exclusion ends, the 12 month phased-in exclusion will begin. The Family will be required to report any change in income or Family composition during the period while the full or phased-in exclusion is applied.

6. Inapplicability to Admission

The earned income disallowance is only applied to determine the Annual Income of Families residing in public housing and is not used in determining the Annual Income of Applicants for purposes of eligibility or income targeting for admission.

E. INDIVIDUAL SAVINGS ACCOUNTS

DHC does not have individual savings accounts for Families who qualify for the disallowance of earned income.

F. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the Resident's Annual Income while the Resident is in training. Income from a HUD funded Resident Services training program is excluded.

Upon employment with DHC, the full amount of employment income received by the Family member is counted. There is no 18 month exclusion of income for wages funded under the 1937 Housing Act Programs.

G. AVERAGE INCOME

When Annual Income cannot be anticipated for a full twelve (12) months, DHC will annualize current income and conduct an interim recertification if income changes.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

The method used depends on the regularity, source and type of income.

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to undergo an interim recertification every ninety (90) calendar days.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a Family member is permanently confined to a hospital or nursing home and there is an eligible Family member left in the household, DHC will calculate the TTP by excluding the income and deductions of the Family member if his/her income goes directly to the facility and it will include the income if his/her income goes to a Family member. The minimum rent obligation shall be applicable and payable even if income is excluded pursuant to this paragraph.

If there is no remaining Family member in the household when a Resident is confined to a hospital, nursing home or rehabilitation facility for up to six (6) months, his/her status as a DHC Resident will be maintained. If the Resident expects to be confined to a hospital, nursing home or rehabilitation facility for more than six (6) months, the prognosis of his/her ability to return to his/her unit within twelve (12) months must be verified by a knowledgeable professional. If the

Resident does not meet the requirements of this paragraph, the Resident's tenancy may be terminated.

J. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(A)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received every two (2) months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the Family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures".)

If the Family's expenses exceed its known income, DHC will make inquiry of the Family about contributions and gifts.

K. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(A)(7)]

Regular alimony and child support payments are counted as income for calculation of TTP.

If the amount of child support or alimony received is less than the amount awarded by the court, DHC must use the amount awarded by the court unless the Family can verify it is not receiving the full amount.

DHC will accept as verification that the Family is receiving an amount less than the amount awarded if DHC receives verification from the agency responsible for enforcement or collection or the Family furnishes documentation of a child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

It is the Family's responsibility to supply a certified copy of the divorce judgment, separate maintenance decree, or child support order.

L. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers'

compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump-sum payments from Social Security are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments that are deferred due to delays in processing.

In order to determine the amount of retroactive rent that the Family owes as a result of the lump sum receipt, DHC will calculate prospectively.

Prospective Calculation

The calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- The entire lump-sum payment will be added to the Annual Income at the time of the interim recertification.
- DHC will determine the percent of the year remaining until the next annual recertification as of the date of the interim recertification, i.e., three (3) months would be 25% of the year.

At the next annual recertification, DHC will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the Annual Income

The lump sum will be added in the same way for any interim recertifications which occur prior to the next annual recertification.

If amortizing the payment over one (1) year will cause the Family to pay more than 40% of the Family's adjusted income (before the lump sum was added) for TTP, DHC and Family may enter into a Repayment Agreement for the balance of the amount over the 40% calculation.

Attorney Fees

The Family's attorney fees may be deducted from lump-sum payments when computing Annual Income if the attorney's efforts have recovered a lump-sum and the recovery paid to the Family does not include an amount in full satisfaction of the attorney fees.

M. CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the Family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

DHC must count assets disposed of for less than fair market value during the two (2) years preceding recertification. DHC will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of divorce or separate maintenance are not considered to be assets disposed of for less than fair market value.

DHC's minimum threshold for counting assets disposed of for less than fair market value is \$3,000. If the total value of assets disposed of within the two (2) year period is less than \$3,000, they will not be considered an asset.

O. CHILDCARE EXPENSES

Unreimbursed child care expenses for children under 13, may be deducted from Annual Income if they enable an adult to work, attend school full time, or attend full-time vocational training.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expense must be reasonable as determined by what the average childcare rates are in DHC's jurisdiction.

Allowability of deductions for childcare expenses

Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work and must be to allow the Family member to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Childcare to school: The number of hours claimed for childcare may not exceed the number of hours the Family member is attending school (including one hour travel time to and from school).

Amount of Expense: DHC will survey the local care providers in the community to determine what is reasonable. DHC will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, DHC may calculate the allowance using the guideline.

P. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be medically recommended in order to be considered a medical expense. Nonprescription medicines will be counted toward medical expenses for Families who qualify if the Family furnishes legible receipts with identification of the type of purchase.

Acupressure, acupuncture, related herbal medicines and chiropractic services will be considered allowable medical expenses.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520] APPLICABILITY

Proration of assistance must be offered to any "mixed" Applicant or Resident Family. A "mixed" Family is one that includes at least one (1) U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continue assistance must be offered prorated assistance. (See Chapter 11, "Re-certifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the TTP from the applicable maximum rent for the unit the Family occupies to determine the Family maximum subsidy. The Family's TTP will be calculated by:

Dividing the Family maximum subsidy by the number of persons in the Family to determine member maximum subsidy.

Multiplying the member maximum subsidy by the number of eligible Family members to determine eligible subsidy.

Subtracting the amount of eligible subsidy from applicable maximum rent for the unit the Family occupies to get the Family's revised TTP.

R. INCOME CHANGES RESULTING FROM PUBLIC ASSISTANCE REQUIREMENTS

DHC will not reduce the rent for Families whose welfare assistance is reduced specifically because of:

- Fraud;
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirements.

However, DHC will reduce the rent if the public assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the Family has complied with public assistance requirements but cannot or has not obtained employment, such as where the Family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a Family can receive benefits, causes the Family to lose its welfare benefits.

Verification Before Denying a Request to Reduce Rent

DHC will obtain written verification from the agency providing the public assistance stating that the Family's benefits have been reduced for fraud or noncompliance before denying the Family's request for a rent reduction.

S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities, excluding telephone, is not included in the Resident's rent, a Utility Allowance will be deducted from the TTP. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, not on a Family's actual consumption.

When the Utility Allowance exceeds the Family's TTP, DHC will provide a Utility Reimbursement Payment for the Family each month. The check will be made out directly to the Resident.

Resident Paid Utilities

The following requirements apply to Residents living in developments with Resident paid utilities:

- When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the Resident to pay his/her bills according to this plan. If the Family is receiving public assistance, DHC will encourage the Family to consider a vendor payment plan for rent and utilities.
- When a Resident makes an application for utility service in his/her own name, he or she must sign a third party notification agreement so that DHC will be notified if the Resident fails to pay the utility bill.
- If a Resident or Applicant is unable to get utilities connected because of a previous balance owed to the utility company, the Resident/Applicant will not be permitted to move into a unit with the Resident paid utilities. This may mean that a current Resident cannot transfer or that an Applicant cannot be admitted to a unit with Resident paid utilities.
- Paying the utility bill is the Resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

T. EXCESS UTILITY PAYMENTS

Residents in units where DHC pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

U. FAMILY CHOICE IN RENTS

The Quality Housing and Work Responsibility Act of 1998 requires DHC to establish flat rents for each public housing unit.

1. Authority for Family to Select

DHC shall provide for each Family residing in a public housing unit to elect annually whether the rent paid by such Family shall be 1) determined based on Family income, or 2) the flat rent. DHC may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by DHC.

2. Allowable Rent Structures

Flat rents

DHC has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit; which:

- Is based on the rental value of the unit, as determined by DHC; and
- Is designed so that the rent structure does not create a disincentive for continued residency in public housing by Families who are attempting to become economically self-sufficient through their own efforts.

DHC shall review the income of Families paying flat rent not less than once every three (3) years.

3. Income Based Rents

The monthly TTP amount for a Family shall be an amount, as verified by DHC, that does not exceed the greatest of the following amounts:

- 30 percent of the Family's monthly adjusted income;
- 10 percent of the Family's monthly income; or
- DHC's Minimum TTP of \$50

4. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a Family that has elected to pay DHC's flat rent, DHC shall immediately provide for the Family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the Family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the Family has decreased because of changed circumstances, such as loss of or reduction of employment, death in the Family, and reduction in or loss of income or other assistance;
- An increase, because of changed circumstances, in the Family's expenses for medical costs, childcare, transportation, education, or similar items; or
- Such other situations as may be determined by DHC.

All hardship situations will be verified.

5. Annual Recertification

120 calendar days in advance of the annual recertification, the Family will be sent a form from DHC, on which the Family will indicate whether it chooses flat rent or income-based rent. DHC's form will state what the flat

rent would be, and an estimate, based on current information, of what the Family's income-based rent would be.

If the Family indicates it chooses flat rent, the form will be retained in the Resident file.

If the Family indicates it chooses income-based rent, a recertification appointment will be scheduled according to DHC policy.

V. DHC'S FLAT RENT METHODOLOGY

DHC's flat rents have been established by utilizing Section 8 rent comparability statistics. The analysis will include relevant factors, such as age, location, condition, amenities, design and size of units, as well as unassisted rents for similar housing, as follows:

DHC has adopted the following flat rents:

<u>Bedroom Size</u>	<u>Flat Rent</u>
0BR	\$619.00
1BR	\$686.00
2BR	\$829.00
3BR	\$986.00
4BR	\$1,017.00

CHAPTER 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subpart B, 24 CFR 960.259]

INTRODUCTION

DHC shall verify the factors of eligibility and TTP. Applicants and Residents must furnish proof of their statements whenever required by DHC, and the information they provide must be true and complete. This Chapter explains DHC's procedures and standards for verification of preferences, income, assets, allowable deductions, Family status, and are changes in Family members. DHC will ensure that proper authorization for release of information is always obtained from the Family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

DHC will verify information through the following five (5) methods, in the following order:

- **Enterprise Income Verification (EIV) System (Up-front verification):** The highest level of third-party verification. Uses computer matching agreements with State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail, fax or in person.
- **Third-Party Written:** High level of third-party verification. (Mandatory if up-front income verification data differs by more than \$200.00 from Resident reported information).
- **Third-Party Oral:** Medium level of third-party verification. (Mandatory if written third-party verification is not available). DHC may use telephone verifications.
- **Review of Documents:** Medium to Low level of third-party verification. DHC will review documents provided by the Applicant, when relevant, to substantiate the claim of an Applicant or Resident.
- **Self-Certification by Notarized Statement:** Low level of third-party verification (Used as a last resort). A notarized statement from the Applicant will be accepted when no other form of verification is available.

If third-party verification is not received directly from the source, DHC will document the file as to why third-party verification was impossible to obtain and another method was used.

DHC will not delay the processing of an Applicant beyond fourteen (14) calendar days because a third-party information provider does not return the verification in a timely manner.

For Applicants, verification may not be more than 120 calendar days old at the time of a unit offer. For Residents, verifications are valid for 120 calendar days from the date of receipt.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 120 calendar days.

1. Up-Front Income Verification

Up-front income verification is available for wages, welfare benefits, social security benefits and other income sources such as child support. Some up-front verification sources available to DHC include:

- **Resident Assessment Sub-System (RASS)** – RASS matches Social Security and Supplemental Income to HUD's MTCS and TRACs databases.
- **State Wage Information Collection Agencies (SWICAs)** – SWICAs are required to share data with PHAs on request. SWICAs may charge a fee for providing information.
- **The Work Number** – the Work Number is an automated service that provides controlled access to a national database of almost 40 million employment and income records. The information may be provided to DHC at no cost.
- **Internal Revenue Service (IRS) Letter 1722** – the tax account listing show the Applicant/Resident filing status, exemptions claimed, adjusted gross income, taxable income, taxes paid, etc. Applicants/Residents may obtain their own listing by calling the IRS at 1-800-829-1040.
- **Credit Bureau Association (CBA) Credit Reports** – The credit profile contains public record information, credit relationships, inquiries and demographic information. CBA reports are used to determine credit history and ability to pay rent.

2. 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 or facsimile. The Family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically, including email or facsimile, directly from the source are considered third-party written verifications.

DHC does not require third-party verification from the following agencies and will accept verifications delivered by the Family in the form of computerized printouts from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts
- Pharmacies for prescription drugs
- Child Support

3. Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. If oral third-party verification is not available, DHC will compare the information to any documents provided by telephone on a DHC originated call.

4. Review of Documents

In the event that third-party written or oral verification is unavailable, DHC will 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 documents (s) will complete a written certification and include it in the Family file.

DHC will accept the following documents from the Family:

- Printed wages stubs;
- Computer print-outs from the employer;
- Signed letters if the information is notarized or confirmed by phone; and
- Other documents noted in this Chapter as acceptable verification.

DHC will accept faxed documents.

DHC will not accept copies of birth certificates, driver's licenses, social security cards, and other identification cards.

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

5. Self-certification

When verification cannot be made by third-party verification or review of documents submitted by the Family, Families will be required to submit a self-certification.

Self-certification means a notarized statement made under penalty of perjury.

B. RELEASE OF INFORMATION

The Family will be required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information. Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

A Family's failure or refusal to cooperate with the verification system will result in denial of admission or termination of tenancy.

C. COMPUTER MATCHING

If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the Family, HUD will notify the Family of the discrepancy. The Family is required to disclose this information to DHC (24 CFR 5.240). HUD's letter to the Family will also notify the Family that HUD has notified DHC in writing that the Family has been advised to contact DHC. HUD will send DHC a list of families who have received "income discrepancy" letters.

Within fourteen (14) calendar days of receiving a notice of an income discrepancy letter from DHC or HUD, the Family must disclose the original of the letter to DHC.

When the Family furnishes the copy of the letter to DHC, DHC will verify the information. The Family will have thirty (30) calendar days to provide any information required by DHC necessary to investigate the alleged income discrepancy. Failure to comply with the requirements of this section shall be cause for termination of the lease.

D. ITEMS TO BE VERIFIED

DHC will verify information required to determine the Family's program compliance. The information to be verified includes, but is not limited to, the following:

- All income not specifically excluded by HUD regulations.
- Zero-income status of household. Zero income Applicants and Residents will be required to complete a Family expense form at each certification or recertification interview.
- Full-time student status including high school students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in the preceding two (2) years.
- Childcare expense where it allows an adult Family member to be employed or to further his/her education.
- Total medical expenses of all Family members in the household whose head of household or spouse is elderly or disabled.
- Disability assistance expenses consisting of only those costs associated with attendant care or auxiliary apparatus, which allows an adult Family member to be employed.
- Legal identity.
- U.S. citizenship/eligible immigrant status.
- Social Security numbers for all Family members six (6) years of age or older.
- Preference status.
- Familial/marital status when needed for determining the head of household or spouse.
- Disability for determination of preferences, allowances or deductions.
- Program compliance.
- Need for a live-in aide.

E. VERIFICATION OF INCOME

This section defines the methods DHC will use to verify various types of income. Whenever "in this order" is used in this Chapter, DHC will request and utilize verifications, if available, in the order specified.

1. Employment Income

DHC shall verify employment of all Applicants and Residents to project income for the next twelve (12) months.

Acceptable methods of verification include, in this order:

- Employment verification form completed by the employer or EIV;
- Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings;
- W-2 forms plus income tax return forms; or
- Self-certification or income tax returns signed by the Family may be used for verifying self-employment income or income from tips and other gratuities.

Applicants and Residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

- Benefit verification form completed by the agency providing the benefits;
- Computer report electronically obtained or in hard copy; or
- Award or benefit notification letters prepared and signed by the providing agency.

3. Unemployment Compensation

Acceptable methods of verification include, in this order:

- Computer report electronically obtained or in hard copy stating payment dates and amounts;
- Verification form completed by the unemployment compensation agency; or
- Payment Stubs.

4. Public Assistance Payments

Acceptable methods of verification include, in this order:

- DHC verification form completed by the assistance provider; or
- Written statement from assistance provider indicating the amount of grant/payment, start date of grant/payments, and anticipated changes in grant/payment in the next twelve (12) months.

5. Alimony and Child Support Payments

Acceptable methods of verification include, in this order:

- Copy of a separate maintenance or settlement agreement or a divorce decree stating amount and type of support and payment schedule;

- Copy of latest check and/or payment stubs from the Friend of the Court (DHC will record the date, amount, and number of the check);
- A notarized letter from the person paying the support; or
- Family's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

If payments are irregular, the Family must provide:

- A statement from the agency responsible for enforcing payments to show that the Family has filed for enforcement;
- A notarized affidavit from the Family indicating the amount(s) received; or
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

6. Net Income from a Business

In order to verify the net income from a business, DHC will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months.

Acceptable methods of verification include, in this order:

- IRS Form 1040, including:
- Schedule C (Small Business)
- Schedule E (Rental Property Income)
- Schedule F (Farm Income)
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
- Audited or un-audited financial statement(s) of the business.
- Family's self-certification/notarized statement as to net income realized from the business during previous years.

7. Child Care Business

If an Applicant/Resident is operating a licensed day care business, income will be verified as with any other business.

If an Applicant/Resident is operating a "cash and carry" operation, whether licensed or not, DHC will require the Applicant/Resident to complete a form for each customer giving the name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the Family has filed a tax return, the Family will be required to provide it.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

DHC will conduct interim re-certifications every 120 calendar days and require the Resident to provide a log with the information about customers and income.

8. Recurring Gifts

The Family must furnish a notarized statement, which contains the following information:

- The person who provides the gift;
- The value of the gift;
- The regularity (dates) of the gift; and
- The purpose of the gift.

9. Zero-Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, public assistance, SSI, etc. are not being received by the household.

DHC will request information from the State and IRS.

DHC may check records of other entities that have information about income sources of Applicants/Residents.

10. Full-Time College Students of Non-Parental Guardian Households

Determination of Eligibility

An Applicant must meet income eligibility requirements as established by Section 3(a)(1) and 8(o)(4) of the U.S. Housing Act of 1937 and implementing regulations at 24 CFR 960.201 and 982.201. The following are required eligibility and verification standards for the admission of Full-Time College Students of Non-Parental/Guardian Households.

- The student must be of legal age or an emancipated minor under the Michigan law.
- The student must be income eligible for admission to the public housing program (24 CFR 960.201)

Verification of Eligibility:

- DHC will obtain proof of age such as a valid drivers license or identification card issued by a federal, state or local agency,

identification issued by a medical insurance company, birth certificate, or other form of identification as determined by DHC.

- DHC will verify all sources of reported family income, in accordance with 24 CFR 960.259.
- Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support.
- DHC will verify, via independent third-party, all amounts anticipated to be received outside of the Family during the twelve (12) months period following admission and the effective date of the annual Recertification.
- The college student will submit evidence of separate households from his/her parents or legal guardians for a least one-year prior to applying to DHC for housing. DHC will review/verify the address information that predates the student's application by a minimum of one (1) year.
- The college student must not be claimed as a dependent by his/her parent(s) or legal guardian(s) on their federal tax return. DHC may request a copy of the college student's 1040EZ, 1040A or 1040 tax returns for the prior year. The college student must supply any information that DHC deems necessary to verify eligibility. In all instances, a household must be income eligible and meet any and all eligibility criteria.

a) Adjusted Income

In accordance with the Appropriations Act, the portion of any athletic scholarship assistance available for housing costs *must* be verified by DHC with the third-party income source and included in the determination of Family adjusted income. Currently, the full amount of financial assistance from federal and state grants and/or loans, academic scholarships, and work study program wages paid directly to the student or the educational institution is not included in the determination of annual or adjusted income (24 CFR 5.609©(6)).

b) Denial of Admission

DHC must deny housing assistance to persons receiving athletic scholarship assistance, but may only do so for those persons receiving an athletic scholarship with a specified amount available for housing costs or one that allows for a portion of the scholarship to be used towards housing costs.

The specified amount or portion of the athletic scholarship available for housing costs must exceed \$5,000 annually for DHC to deny the

student admission, unless local circumstances warrant a high or lower threshold.

Deviations from the standard threshold (\$5,000) *must* also be documented in the Resident's file and will be consistently applied among Applicants and Residents.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

1. Savings Account Interest Income and Dividends

Will be verified by:

- Account statements, passbooks, certificates of deposit, or DHC verification forms completed by the financial institution.
- Broker's statements showing value of stocks or bonds and the earnings credited to the Family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- IRS Form 1099 from the financial institution provided that DHC must adjust the information to project earnings expected for the next twelve (12) months.

2. Interest Income from Mortgages or Similar Arrangements

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. A copy of the check paid by the buyer to the Family is insufficient unless a breakdown of interest and principal is shown.
- Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or Recertification.

3. Net Rental Income from Property Owned by Family

- IRS Form 1040 with Schedule E (Rental Income).
- Copies of the latest rent receipts, leases, or other documentation of rent amounts.
- Documentation of allowable operating expense of the property, tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

- A lessee's written statement verifying rent payments to the Family and the Family's notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

1. Family Assets

DHC will require the information necessary to determine the current cash value, i.e. the net amount the Family would receive if the asset were converted to cash:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stockbroker or realty agent as to net amount the Family would receive if it liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from the assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- The Family's notarized statement describing assets or cash held at the Family's home or in safe deposit boxes.

2. Assets Disposed of for Less than Fair Market Value (FMV) during the two (2) years preceding the effective date of certification or recertification.

For all certifications and Recertifications, DHC will obtain the Family's certification as to whether any Family member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the certification or Recertification.

If the Family certifies that it has disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the Family received, and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained by DHC whenever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

1. Childcare Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount s/he is charging the Family.

Verifications must specify the childcare provider's name, address, telephone number, Social Security number, the names of the child(ren) cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods and the Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

2. Medical and Disabled Assistance Expenses

Families who claim medical expenses to assist a person(s) with a disability will be required to submit a certification whether or not any expense payments have been or will be reimbursed by an outside source. All expenses claimed will be verified by one (1) or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of the anticipated medical costs to be incurred by the Family and regular payments due on medical bills and the extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the Family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the Family over the next 12 months. A computer printout will be accepted.
- For attendant care:
 - A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a statement of the number of hours the care is needed.
 - Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the Family or agency or copies of canceled checks the Family used to make those payments or stubs from the agency providing the services.

- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next twelve (12) months.
- Copies of payment agreements or the most recent invoice that verifies payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months.
- Receipts or other records of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. DHC may use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

DHC will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

3. Assistance to Persons with Disabilities

In all cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another Family member to be employed.
- The Family’s certification as to whether it receives reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

For attendant care:

- The attendant’s written certification of the amount received from the Family, frequency of receipt, and the hours of care provided.
- The certification of the Family and attendant and/or copies of canceled checks the Family used to make payments.

For auxiliary apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

1. Verification of Legal Identity

DHC requires Applicants to furnish verification of legal identity for all Family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a Family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of birth or naturalization papers
- Church issued baptismal certificate
- Current, valid driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration card
- Company/agency identification card
- Other identification card issued by a state, employer, institution of higher education, or other entity deemed acceptable by DHC

Documents considered acceptable for the verification of legal identity of minors may be one (1) or more of the following:

- Certificate of birth
- Adoption papers
- Custody agreement
- Public assistance agency identification card
- School records

If none of these documents can be provided, a third-party who knows the person may, at DHC's discretion, provide verification.

2. Verification of Marital Status

To verify the spouse for income determination purposes:

- Verification of divorce status will be by certified or true copy of the divorce decree signed by a court officer.

- Verification of separation will be by certified or true copy of the separate maintenance decree or other records.
- Verification of marriage status is a marriage certificate.

3. Familial Relationships

Self-certification will normally be considered sufficient verification of Family relationships. In cases where reasonable doubt exists, the Family may be asked to provide verification.

The following verifications will be required if self-certification is insufficient:

Verification of relationship:

- Official identification showing name
- Birth certificates
- Baptismal certificates

Verification of guardianship is:

- Court-ordered appointment
- Affidavit of parent
- Verification from social services agency
- School records

Evidence of an established Family relationship:

- Joint bank accounts or other shared financial transactions
- Leases or other evidence of prior cohabitation
- Credit reports showing relationship

4. Split Households: Domestic Violence

Verification of domestic violence when assessing Applicant split households
Includes:

- Shelter for battered persons
- Police reports
- Prosecutor's office records
- Personal protection/restraining order

5. Verification of Permanent Absence of Adult Member

If the Family reports an adult member who was formerly a member of the household is permanently absent, DHC will consider any of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separate maintenance proceedings.
- Personal protection/restraining order obtained by one Family member against another.
- Proof of another home address, such as utility bills, cancelled rent checks, driver's license, or lease, is available.
- Statements from other agencies such as social services that the adult Family member is no longer living in the unit.
- If no other proof can be provided, DHC will accept a notarized statement from the Family.
- If the adult Family member is incarcerated, a document from the court or prison will be obtained stating how long s/he will be incarcerated.

6. Verification of Change in Family Composition

DHC may verify changes in Family composition, either reported or unreported, through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or driving records, and other sources.

7. Verification of Disability

Verification of disability must be by receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) or verified by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

8. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by the Immigration and Naturalization Service (INS). Each Family member must declare his/her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to Applicants may be delayed while a DHC hearing is pending.

- Citizens or nationals of the United States are required to sign a declaration under penalty of perjury.
- Eligible immigrants who were Residents and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

- Non-citizen with eligible immigration status most sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the Family. DHC verifies the status through the INS SAVE system. If this primary verification fails to verify status, within ten (10) calendar days DHC will request that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending Family members signed by the head of household or spouse.

- Non-citizen students or student visas are ineligible Family members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they shall not sign a declaration but will be listed on the statement of non-contending members.

Failure to Provide. If an Applicant or Resident Family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible Family member. If the entire Family fails to provide and sign as required, the Family may be denied or terminated for failure to provide the required information.

Time of verification. For Applicants, verification of U.S. citizenship/eligible immigrant status will occur at the same time as verification of other factors of eligibility. For Resident Families, it is done at the first regular recertification after June 19, 1992. For Family members added after other members have been verified, the verification occurs at the first Recertification after the new Family member moves in. Once verification has been completed, it need not be repeated except that, in the case of port-in Families, if the initial PHA does not supply the documents, DHC must conduct the determination.

Extensions of Time to Provide Documents. DHC will grant an extension of fourteen (14) calendar days for Families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. Only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)

- Employment Authorization card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows the individual's entitlement has been verified.

A birth certificate is not acceptable verification of eligible immigration status. All verification documents must be kept five (5) years.

DHC will verify the eligible immigration status of a Family member at any time such eligibility is in question, without regard to the position of the Family on the waiting list.

9. Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all Family members six (6) and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

If a Family member cannot produce a Social Security card, only the documents listed below showing his/her Social Security number may be used for verification. The Family is also required to certify, in writing, that the document(s) submitted in lieu of the Social Security card is/are complete and accurate:

- A valid driver's license
- Identification card issued by a Federal, state or local agency
- Identification card issued by a medical insurance company or provider including Medicare and Medicaid
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or pay stubs
- Bank statements
- IRS Form 1099
- Benefit award letter from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)
- Verification of benefits or Social Security number from the Social Security Administration

If an Applicant or Resident is able to disclose the Social Security number but cannot meet the documentation requirements, the Applicant or Resident must sign a self-certification to that effect. The Applicant/Resident or Family member will have an additional sixty (60) calendar days to provide proof of the Social Security number. If the

documentation is not provided, the Family may be evicted or not admitted.

In the case of an individual at least 62 years of age, DHC may grant an extension for an additional sixty (60) calendar days for a total of 120 calendar days. If, at the end of this time, the elderly individual has not provided documentation, the Family may be evicted or not admitted.

If the Family member states s/he has not been issued a number, the Family member will be required to sign a self-certification to that effect.

10. Medical Need for larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

- Criminal History Reports
- Prior landlord references
- Physicians, social workers, and other health professionals
- DHC and other PHAs to whom the Family may owe debt

1. Ability to meet financial obligations under the lease

All Applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

- All Applicants will be interviewed and asked questions about the basis elements of tenancy.
- DHC will obtain a credit report on all Applicants.
- DHC will determine if Applicants owe any money from previous tenancy or participation in any HUD housing program.
- DHC will independently verify, with the landlord(s), the rent paying history of all Applicants for the previous five (5) years.

2. Drug-related or criminal activity

DHC will complete a criminal background check of Applicants including all adult members in the household, or any member for whom criminal records are available for all jurisdictions each adult household member has lived in during the last three (3) years, and will have each adult household member sign a release of information form for DHC to obtain this information.

3. Housekeeping

DHC will obtain references from prior landlords for the previous three (3) years to determine acceptable housekeeping standards.

Applicants will be required to attend a pre-occupancy orientation as a condition of admission.

K. VERIFICATION OF WAITING LIST PREFERENCES

[24 CFR 5.410, 5.415, 5.430]

LOCAL PREFERENCES:

- **Federally declared Natural Disaster Preference** which occurred on or after July 1, 2005 as designated by Executive Order of the President of the United States. A Family that claims it is being or has been displaced due to such a disaster must provide written verification by a service agency such as the Red Cross. This preference takes precedence over all other preference categories.
- **Working preference** this preference is available for Families with at least one (1) member who is employed. DHC will require a statement from the employer.
- **Elderly/Displaced preference** verification of amount received from Social Security, Supplemental Security Income, railroad Retirement, or other government pension or periodic payment received by the Family.
- **Victims of Domestic Violence** Families who claim they are being or have been displaced due to domestic violence:
 - Written verification from police, social service agency, court, clergyperson, physician, and/or public or private facility giving shelter and/or counseling to victims.
 - Verification from a landlord or other source that the abuser still resides at the unit.
 - Self-certification that the abuser will not return to the household without the prior written approval of DHC. Before giving approval, DHC will require verification of the following:
 - The Family member(s) involved have been through a counseling program and the service provider believes that reconciliation is likely.

- Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment and is unlikely to continue the abuse.
- Statement from a local law enforcement agency that no complaints have been filed since the date of the preference approval.

CHAPTER 8

TRANSFER POLICY

INTRODUCTION

Transferring Families is a very costly procedure, both to DHC and to Families. However, DHC will permit Residents to transfer within or between housing developments as described in the ACOP. A transfer between developments is not considered a move-out. Transfers will be processed in chronological order within each category.

A. GENERAL STATEMENT

A Family may be eligible to transfer for valid and certifiable reasons. DHC will always consider a reasonable accommodation transfer request for Families that include a person with a disability.

1. Ranking Order of Transfer List

The transfer waiting list will be maintained in rank order by:

- **Category 1:** Emergency transfers. These transfers are required when conditions pose an immediate threat to the life, health, or safety of a Family or one (1) of its members. Such situations may involve unit or building defects or law enforcement concerns. **These transfers shall take priority over new admissions.**
- **Category 2:** Immediate administrative transfers. These transfers are necessary in order to permit a Family that needs accessible features to move into a unit with such features or to enable modernization work. **These transfers shall take priority over new admissions.**
- **Category 3:** Regular administrative transfers. These transfers are made to offer incentives to Families willing to assist DHC achieve occupancy goals and to correct occupancy standard concerns where the unit size is inappropriate for the size and composition of the Family. **These transfers may take priority over new admissions.**
- **Category 4:** Convenience transfer. These transfers shall be granted when the transfer enables the Family to move within five (5) miles of employment, to move within five (5) miles of a school in which a

minor Family member is enrolled at the time of the transfer request or of a job training program attended by at least one (1) adult member of the Family, or to move near a bus line to avoid a hardship for a disabled person traveling to the doctor. **These transfers will not take priority over new admissions.** They will be processed at the rate of one (1) transfer to eight (8) new admissions.

2. Mandatory

Mandatory transfers may be required under Categories 1, 2 and 3. The circumstances that trigger mandatory transfers and DHC's process for handling mandatory transfers are:

- Families are required to transfer to an appropriate unit size for their Family size and composition.
- In order to enable modernization work to be performed, DHC will require a Family occupying a unit scheduled for modernization to transfer to another unit.
- If an appropriate unit is not available when the size or composition of a Family changes, the Resident will be placed on a transfer list and required to move when a unit becomes available.
- DHC will place all Families requiring a mandatory transfer due to occupancy standards on a transfer list. Those transfer requests will be implemented based on a ratio of a least one (1) transfer to every eight (8) new move-ins from the waiting list.
- Transfers will be approved based on the date of application, i.e., the oldest transfer request will be processed first based on availability of the next appropriately sized unit.
- If a transfer is necessary in order to permit a Family that needs accessible features to move into a unit with such features, the transfer request will be processed before a new admission.
- In order to accommodate a Family with a disabled Family member, DHC will require a Family occupying an accessible unit without a disabled Family member to transfer to a non-accessible unit.
- If a Family that is required to move refuses the offered unit, DHC will evaluate the reason for the refusal and determine if there is

good cause. If there is not good cause, DHC will begin lease termination proceedings.

Good cause may be any of the following:

- The new unit is more than five (5) miles from the place of employment of at least one (1) adult member of the Family.
 - The new unit is more than five (5) miles of a school in which a minor Family member is enrolled or a job training program that at least one (1) adult member of the Family is attending at the time of the transfer request.
 - Travel to the doctor from the new unit would create a hardship for an elderly or disabled person because it is more than five (5) miles away and is not on a direct bus line.
- DHC will offer a Family that refused an offered unit an opportunity for an informal conference before terminating the Family's lease. The Family will have fourteen (14) calendar days from the issuance date of the Notice of Termination to request an informal conference.
 - The Director of Asset Management has the authority to suspend the mandatory transfer timeline for seven (7) calendar days should the Resident request time to provide information to DHC to support their "good cause" basis for refusing a transfer unit offer.

3. Non-Mandatory Transfers

Non-Mandatory transfers may occur under Categories 2, 3 and 4. The circumstances that affect non-mandatory transfers and DHC's process for handling non-mandatory transfers are described below:

- If there are no Emergency Transfer applications pending, DHC will approved Administrative Transfers which correct occupancy standards based on a ratio of one (1) Administrative Transfer to every eight (8) new admissions.
- If there are no Emergency Transfer applications pending, DHC will approve Convenience Transfers based on a ratio of one (1) convenience transfer to every eight (8) new admissions.

- If the Family has good cause for refusing the unit, DHC will not count that unit as an offer and will allow the Family to remain on the transfer list until another unit is offered. Good cause is as specified in 2 above.

4. Emergency Transfers

DHC will authorize an Emergency Transfer for a Family if the Family's unit has been damaged by fire, water, or other causes to such a degree that the unit is not habitable and because of law enforcement concerns.

5. Moving Costs

The Resident will pay for moving costs related to a transfer, except when the transfer is due to uninhabitability, through no fault of the Resident or is based on DHC modernization needs.

6. Security Deposits

Security deposits will always be transferred with the Resident.

7. Extraordinary Maintenance Costs

The transferring Resident will be billed for any damages in excess of ordinary wear and tear that occurred in his/her unit prior to the transfer.

B. TRANSFERS FROM NON-ELDERLY TO ELDERLY DEVELOPMENTS

DHC will consider transfer requests from elderly Residents living in non-elderly developments who wish to transfer into an elderly development, provided there are no non-elderly Family members to be considered.

DHC will not approve a transfer request from an elderly Resident who wishes to move out of the non-elderly unit which they occupy with non-elderly Family members into an elderly development.

C. TRANSFERS WITHIN A DEVELOPMENT

DHC does not allow Residents to transfer from one unit to another within the same development unless the:

- Resident has lived in the unit for a least two (2) years;

- The transfer is needed as a reasonable accommodation for a Family with a member who has a disability; and/or
- Family size and composition has changed and the Family is over or under housed.

D. TRANSFERS DURING LEASE UP

Transfers from other developments will not be considered during the initial lease up of any new development, except where the transfer would assist DHC to achieve its goals and objectives.

After the initial lease up period is completed, defined as the development achieving 95% occupancy, transfers will be considered in accordance with the provisions set forth in this ACOP.

E. TRANSFER REQUEST PROCEDURE

Residents desiring a transfer will be required to sign a Request for Transfer form which will be prepared in duplicate.

The Site Manager will evaluate the request to determine if a transfer is justified based on this ACOP by interviewing the transfer Applicant.

DHC will add the transfer Applicant's name to the transfer wait list if recommended by the Site Manager.

The Site Manager will advise the transfer Applicant of his/her recommendation on the transfer request.

If the request is approved, the Family will be sent a letter advising that its name has been placed on the transfer list for the location and/or bedroom size desired.

DHC will maintain a record of approved transfer requests in chronological order by bedroom size and unit type, i.e. accessible; mandatory, non-mandatory, etc.

A Family whose transfer request is denied will be sent a letter stating the reason for denial and offering the Family an opportunity for an informal conference if it disagrees with the decision.

F. TRANSFERING BETWEEN DEVELOPMENTS

There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both developments carry the Family on their books at the same time.

The Resident's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time.

The Resident will be informed that once the Family has leased up and been issued the keys, the Family will be charged rent on both units until the keys from the old unit are turned in with the exception of one (1) day at the rental rate of the old unit.

G. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

A Resident will pay the same rent at his/her new development as s/he paid at the previous development during the month following the transfer. However, an Interim Recertification will be conducted for every transferring Family. DHC will notify the Resident of any rent change

H. RECERTIFICATION DATE

The date of the transfer does not change the annual recertification date. The Site Manager of the new development should be certain that the annual review is properly scheduled to give staff time to re-determine rent in order to meet the established recertification date.

I. RELOCATION

DHC will adhere to the Basic Uniform Relocation Act (49 CFR 24.2(g)) when relocating displaced Residents. The term "displaced person" means any person who moves from the real property, or moves his/her personal property from the real property, permanently, as a direct result of DHC's action.

Whenever a Resident is displaced from a DHC unit, but is offered the opportunity to relocate to a comparable replacement DHC unit, DHC may elect to perform the move with its own staff or through private contractors at no cost to the person. In such cases, the Resident is entitled to a moving expense and dislocation allowance in accordance with federal regulations. If DHC does not elect to take full responsibility for the move, the Resident shall have the option to choose either a payment for actual moving and related expenses, or applicable fixed moving expense and dislocation allowance. (NOTE: This provision covers displacement under the URA and not "general transfers").

Whenever a Resident voluntarily relocates in connection with a DHC designated housing plan, DHC will provide access to comparable housing, which may include Resident-based rental assistance under the Section 8 Program, at a rental rate paid by the Resident that is comparable to that applicable to the unit from which the Resident has vacated and payment of actual, reasonable moving expenses.

CHAPTER 9
LEASING
[24 CFR 966.4]

INTRODUCTION

All units must be occupied pursuant to a dwelling Lease that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and DHC's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the Lease, a DHC representative will provide a pre-occupancy orientation to the Family head of household and spouse. The orientation may be conducted with more than one Family at a time.

The Family must attend a pre-occupancy orientation before occupying the unit.

ORIENTATION AGENDA

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Orientation to the DHC Community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Move-in inspection
- Renters' insurance
- Housekeeping standards

B. LEASE REQUIREMENTS

The initial term of the Lease will be for twelve (12) months. The Lease will renew automatically for twelve (12) month terms if the Family has not violated the community service and economic self-sufficiency requirements or failed or refused to recertify rent.

Because the Lease automatically renews for terms of twelve (12) months, an annual signing process is not required.

The Lease provides for termination and eviction at the end of any twelve (12) month Lease term for non-compliance with the community service and economic self sufficiency requirements.

C. EXECUTOR OF LEASE

Prior to admission, the Lease shall be executed by the head of household, co-head of household spouse, and all other adult members of the household, and by an authorized representative of DHC.

The head of household and co-head of household, if applicable, assumes legal and financial responsibility for the household.

An appointment will be scheduled for the parties to execute the Lease. One (1) executed copy of the Lease will be given to the Resident and DHC will retain one in the Resident's file. The Lease is incorporated into this ACOP by reference. The Lease document will reflect current DHC policies as well as applicable Federal, state and local law.

The following provisions govern Lease execution and amendment:

- A Lease is executed at the time of admission for all new Residents.
- A new Lease will be executed at the time of the transfer of a Resident from one DHC unit to another (with no change in recertification date).
- If, for any reason, any signer of the Lease ceases to be a member of the household, drawing a line through the party's name will amend the Lease and both parties will be required to initial and date the change.
- Lease signers must be persons legally eligible to execute contracts.
- The names and dates of birth of all household members shall be listed on the Lease at initial occupancy and on the application for Continued Occupancy each subsequent year. Only those persons listed on the most recent Lease shall be permitted to occupy a dwelling unit.
- Changes to Resident rents shall be made upon the preparation and execution of a HUD Form 50058 by DHC and the Resident, which becomes an attachment to the Lease. Documentation will be included in the Resident file to support proper notice.

- Households that include a live-in aide are required to execute a Lease addendum authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the Lease and is not entitled to DHC assistance with the exception of occupancy while serving as the aide for the Family member.

DHC may modify its form of Lease from time to time after giving Residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A Resident who refuses to accept permissible and reasonable Lease modifications, or those modifications required by HUD, may be subject to eviction.

D. ADDITIONS TO THE LEASE

A request for the addition of a new member of the household must be approved by DHC prior to the actual move-in by the proposed new Family member.

Following receipt of a Family's request for approval, DHC will conduct a pre-admission screening, including a criminal history report, of the proposed new Family member. Only new Family members approved by DHC will be added to the household.

Household additions are subject to screening when:

- Resident plans to marry;
- Resident is awarded custody of a child;
- Resident desires to add a new Family member to the Lease, employ a live-in aide, or take in a foster child(ren); or
- A unit is occupied by a remaining Family member(s) under age 18 who is not an emancipated minor and an adult who was not a member of the original household and requests permission to take over as the head of household.

Children born to a Family member or whom a Family member legally adopts and children who are added through a kinship care arrangement are exempt from the pre-screening process.

DHC will not approve the addition to the household if the addition who has not been born, married, or legally adopted into the Family will affect the bedroom size required by the Family according to DHC occupancy standards.

DHC will not approve adding a Family consisting of more than one (1) member to the Lease. Such Applicants will be encouraged to apply to the waiting list. Residents who fail to notify DHC of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the Lease. Such persons are considered to be unauthorized occupants by DHC and the entire household will be subject to eviction [23 CFR 966.4(f)(3)].

Family members age 18 and over who move from the unit to establish new households shall be removed from the Lease. The Resident must notify DHC of the move-out within five (5) calendar days of its occurrence. These individuals may not be readmitted to the unit unless they are requested and approved as an addition to the household or apply as a new Applicant for placement on the waiting list.

DHC will consider medical hardship or other extenuating circumstances in making determinations under this section.

Overnight Visitors

The Family must request DHC approval prior to the arrival of overnight visitors.

The Resident may not allow individual visitors to stay overnight more than fourteen (14) calendar days in a twelve (12) month period. No single stay may exceed seven (7) consecutive calendar days in a twelve (12) month period.

The Site Manager may authorize overnight visitors provided the visit does not exceed seven (7) consecutive days or fifteen (15) calendar days in a year.

Residents with disabilities may request a waiver of this policy as a reasonable accommodation.

Visitors who remain beyond the period of approval, shall be considered trespassers and their presence constitutes a material Lease violation. Unauthorized visitors shall also be considered trespassers and their presence constitutes a material Lease violation.

If an individual other than a Family member is representing to an outside agency that s/he resides in the Resident's unit, the individual will be considered an unauthorized member of the household.

Roomers and Lodgers

Roomers and lodgers are not permitted to occupy a dwelling unit nor are they permitted to move in with any Family occupying a dwelling unit. Receipt of mail at

a DHC dwelling unit by someone other than a Family member shall be an indication of the existence of a roomer or a lodger.

Residents are not permitted to allow a former Resident of DHC who has been evicted to occupy the unit for any period of time.

Resident Absence from Unit

Residents must advise DHC when they will be absent from the unit for more than fourteen (14) calendar days and provide a means for DHC to contact the Resident in the event of an emergency. Failure to so advise DHC is grounds for termination of the Lease.

E. LEASING ACCESSIBLE UNITS [24 CFR 8.27 (a)(1)(2) and (b)]

Before offering a vacant, accessible unit to a non-disabled Applicant, DHC will offer such units to a current Resident of another unit in the same development or other DHC development who has a disability that requires an accessible unit. DHC will then offer the unit to an eligible qualified Applicant on the waiting list with a disability that requires an accessible unit.

DHC will require a non-disabled Applicant to agree to move to an available non-accessible unit within thirty (30) calendar days when either a current Resident or an Applicant needs the features of the accessible unit and there is another unit available for the Applicant. This requirement will be a provision of the Lease agreement. Such moves will be at the expense of the Applicant.

F. UTILITY SERVICES

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during residency is a Lease violation and grounds for eviction.

Non-payment of excess utility charge payments to DHC is a violation of the Lease and is grounds for eviction.

G. SECURITY DEPOSITS

1. Security Deposit

New Residents must pay a security deposit to DHC at the time of admission. The amount of the security and/or pet deposit required is specified in the Lease. The amount of the Security Deposit is one month's rent. DHC will hold the security deposit for the period the Resident occupies the unit.

DHC will refund the security deposit less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear; and
- Other charges under the Lease.

2. Pet Deposit

The amount of the pet deposit is equal to one-half a month's rent or \$300, whichever is less. The pet deposit may be paid over time in accordance with DHC's Pet Policy.

DHC will refund the pet deposit to the Resident, less any damage caused by the pet to DHC property, upon removal of the pet or the Resident from the unit. DHC will return the pet deposit to the Resident, the former Resident or to the person designated by the former Resident in the event of the former Resident's incapacitation or death.

3. Security and Pet Deposits

DHC will provide the Resident with a written list of any charges against the security deposit. If the Resident disagrees with the amount charged to the security deposit, DHC will schedule a meeting to discuss the charges.

DHC will provide the Resident or the former Resident or his/her designee with a written list of any charges against the pet deposit. If the Resident disagrees with the amount charged to the pet deposit, DHC will schedule a meeting to discuss the charges.

The Resident must leave the unit in a clean and undamaged, normal wear and tear excepted condition, and must furnish a forwarding address to DHC. All keys to the unit must be returned to the Site Manager upon vacating the unit.

DHC will not use the security deposit for payment of rent or other charges while the Resident is living in the unit.

If the Resident transfers to another unit, DHC will transfer the security deposit and pet deposit to the new unit. The Resident will be billed for any maintenance or other charges.

H. RENT PAYMENTS

The Resident's rent is due and payable at a DHC designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

I. FEES AND NONPAYMENT PENALTIES

If the Resident fails to make payment by the 5th day of the month, a late fee of \$25 will be assessed.

If the Resident fails to make payment by the 5th day of the month, a Notice to Quit will be issued to the Resident with a 14 day notice period, demanding payment in full or the surrender of the premises.

A charge of \$25 will be assessed against the Resident for checks returned for insufficient funds (NSF) or checks written on a closed account. DHC will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

Any payment received will be applied first to the oldest outstanding non-rental charges in the Resident's account.

J. SCHEDULE OF RESIDENT CHARGES

A Schedule of Resident Charges for services, repairs, utilities and violation of rules and regulations which are incorporated into the Lease by reference shall be publicly posted in a conspicuous manner in DHC's central office and in the office of each development. Copies of the schedule will be provided to Applicants and Residents upon request.

K. MODIFICATIONS TO THE LEASE

The Schedule of Resident Charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) calendar days written notice of the reason(s) for any proposed modifications or revisions and will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of the notice of proposed modifications or revisions shall be posted in the central office and in at least two (2) conspicuous places within each structure or building in which Residents affected by the modifications are revisions are located and either:

- Hand delivered to the Resident at the unit:
- Hand delivered to an adult Family member at the unit; or
- Mailed by first class mail to the Resident.

Any modifications of the Lease must be accomplished by a written addendum to the Lease and signed by the Resident and a DHC representative.

L. CANCELLATION OF THE LEASE

Cancellation of the Resident's Lease shall be in accordance with the provisions contained in the Lease and as stated in the ACOP

M. INSPECTIONS OF PUBLIC HOUSING UNITS

1. Initial Inspections

DHC and the Family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by DHC and the Resident, will be kept in the Resident's file.

Any adult member may sign the inspection form on behalf of the head of household.

2. Vacate Inspections

DHC will perform a move-out inspection when the Family vacates the unit and will encourage the Family to participate in the move-out inspection. DHC will determine if there are Resident caused damages to the unit. Resident caused damages may affect part or all of the Family's security deposit.

3. Annual Inspections

DHC will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS) and for housekeeping.

Residents who "fail" the inspection due to housekeeping or Resident caused damages will be given fourteen (14) calendar days to correct noted items. Another inspection will be conducted within five (5) calendar days.

If necessary to bring the unit into UPCS compliance, repairs will be completed by DHC.

Residents will be issued a copy of the inspection report with required corrections. The inspection report will indicate whether required corrections are to be charged to the Resident or covered by DHC. Damages beyond “normal wear and tear” will be billed to the Resident.

All inspections will include a check of all smoke alarms to ensure proper working order. Residents will be required to pay for any damages to smoke alarms if the inspection indicates Resident damage to the smoke alarm.

Residents who repeatedly fail housekeeping inspection(s) or cause excessive damage to the unit are in violation of the Lease and may be subject to eviction.

4. Special Inspections

DHC may schedule a special inspection for housekeeping, unit condition, or suspected Lease violation.

5. Other Inspections

DHC will periodically conduct windshield and/or walk-through inspections to determine whether there may be Lease violations, adverse conditions or local code violations.

6. Emergency Inspections

DHC may imitate an emergency inspection.

7. Emergency Repairs to be Abated/Completed in Less than 24 Hours

Health and safety items are exigent in nature and shall be abated or completed within 24 hours.

8. Entry of Premises by DHC

- DHC will give prior written notice for non-emergency inspections. Entry for non-emergency inspections will be made during reasonable hours of the day.
- DHC will provide the Family with 48 hours notice prior to entering the unit for non-emergency reasons other than the annual inspection.
- An adult Family member must be present in the unit during the inspection and be required to show identification.
- If no person is at home, the inspector and a DHC staff member will enter the unit and conduct the inspection.
- If no one is in the unit, the person(s) who enters the unit will leave a written notice to the Resident explaining the reason the unit was entered and the date and time.

- Where DHC is conducting regular annual examinations of its housing units, the Family will receive at least seven (7) calendar days notice of the inspection.
- The Family must call DHC at least 24 hours prior to the scheduled date of an inspection to reschedule the inspection, if necessary.
- DHC will reschedule the inspection no more than once unless the Resident has a verifiable medical reason that hindered the inspection. DHC may request verification.
- Repairs requested by the Family will not require prior notice to the Family as Residents are notified in the Lease that Resident requested repairs presume permission for DHC to enter the premises.
- Whenever a DHC staff member or representative enters a unit and no one is in the unit, a sign indicating their presence in the unit shall be prominently displayed on the front door of the unit.

9. Non-Inspection Emergency Entry

DHC staff will allow access to the unit to proper authorities when issues of health or safety of the Resident or others are concerned.

10. Family Responsibility to Allow Inspection

Residents must allow DHC to inspect the unit at reasonable times with 48 hours written notice.

The Resident shall be notified of the inspection appointment by mail. The Family must call DHC at least 24 hours before the inspection date to reschedule the inspection, if necessary.

DHC will reschedule the inspection no more than once unless the Resident has a verifiable medical reason which has hindered the inspection. DHC may request verification.

If the Resident refuses to allow the inspection, the Resident will be in violation of the Lease.

11. Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Notice of Housekeeping Violation and a re-inspection will be conducted within 20 calendar days by DHC. The Family's failure to comply with the re-inspection, is a violation of the Lease.

12. Resident Damages and Smoke Detectors

Repeated failed inspections or damages to the unit beyond normal wear and tear are Lease violations.

A Notice of Lease Violation will be issued to Residents who purposely and for convenience disengage the smoke detector(s) in the unit.

CHAPTER 10

RECERTIFICATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

DHC shall, at least annually, offer all Families the choice of paying income-based rent or flat rent. Families that choose to pay flat rent are required to complete a recertification of income, deductions and allowances at least once every three (3) years. See Chapter 6, Determination of Total Tenant Payment, for more information about flat rent methodology.

To determine the amount of income-based rent, it is necessary for DHC to perform a recertification of the Family's income. At the annual recertification, Families that choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual re-certifications, Families shall report all changes in income and household composition. This Chapter defines DHC's policy for conducting annual recertifications. It also explains the interim reporting requirements for Families and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

- The head of household and co-head of household, if applicable, spouse, and Family members 18 years and older pass a criminal history screening;
- Qualify as a Family as defined in this ACOP;
- Are in full compliance with the obligations and responsibilities described in the Lease;
- Family members, age six (6) and older, have submitted their Social Security numbers or have self-certifications on file that they do not have a Social Security number;
- Family members have submitted required citizenship/eligible immigration status/non-contending documents;

- Family members who are not elderly, persons with a disability, already working or who are otherwise exempt are in compliance with DHC's eight (8) hours per month of community and self-sufficiency service requirements.

B. ANNUAL RECERTIFICATION

The terms annual recertification and annual reexamination are synonymous.

DHC will recertify the income and household composition of all Families at least once annually.

In order to be recertified, Families are required to provide current and accurate information on income, assets, allowances and deductions, and Family composition.

Families that choose flat rent will be recertified every three (3) years. For Families that move in on the first of the month, the annual recertifications will be completed within twelve (12) months of the anniversary of the move-in date. Example: If a Family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.

When Families move to another unit, the annual recertification date will not change.

1. Recertification Notice to the Family

A Family will be notified by first class mail of its obligation to recertify. The notification shall be sent at least 120 calendar days in advance of the anniversary date. The notice will indicate the information to be provided and/or completed at the recertification. If requested as an accommodation by a person with a disability, DHC will provide the notice in an accessible format. DHC will also mail the notice to a third-party, if requested as a reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain the Family's choice of income-based or flat rent with an estimate of what the income-based rent would be and a statement of what the flat rent would be. The Family will indicate whether the Family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to DHC.

If the Family chooses flat rent, no recertification appointment will be necessary.

2. Scheduling

If the Family chooses income-based rent, or if the Family has paid the flat rent for three (3) years, DHC will schedule the specific date and time of appointments in the written notification to the Family and notify the Family of its obligation to re-certify.

3. Persons with Disabilities

Persons with disabilities, who are unable to come to DHC's office, will be granted a reasonable accommodation of conducting the interview at the Resident's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

4. Collection of Information

The Family is required to complete a Personal Declaration form prior to all annual and interim recertification interviews. DHC will mail the form and other required documents to the Family along with notification of the annual recertification.

5. Requirements to Attend

The head of household and co-head of household if applicable, and spouse and all adult Family members are required to attend the re-certification interview and sign the application for continued occupancy.

If the head of household and co-head of household, if applicable, is unable to attend the interview, the spouse or co-head of household may re-certify for the Family, provided that the head of household comes in within three (3) days to re-certify and execute the recertification documents.

6. Failure to Respond to notification to Recertify

The written notification will explain which Family members are required to attend the recertification interview. The Family may call to request another appointment date up to 24 hours prior to the interview.

If the Family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with DHC, DHC will reschedule a second appointment.

If the Family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, DHC may terminate the Family's Lease.

DHC may make exceptions to these policies if the Family is able to document an emergency situation that prevented it from canceling or attending the appointment.

7. Verification of Information

All information that affects the Family's continued eligibility and the Family's TTP will be verified in accordance with the verification procedures and guidelines described in this ACOP. Verifications used for re-certification must be less than 120 calendar days old from the date of receipt. All verifications will be placed in the file which has been established for the Family.

When the information has been verified, it will be analyzed to determine:

- Continued eligibility of the Resident as a Family or as the remaining member of a Family;
- Unit size required by the Family; and
- Amount of rent the Family should pay.

C. REPORTING INTERIM CHANGES

Families must timely report all changes in income and household composition to DHC between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The Family must obtain DHC approval prior to all additions to the household except those noted in the preceding sentence.

When there is a change in head of household or a new adult Family member is added, DHC will complete an application for continued occupancy and recertify, using the same procedures DHC uses for an annual recertification, except for the effective dates of changes. The annual recertification date will not change as a result of the addition of a member to the Lease.

The citizenship/eligible immigrant status of additional Family members must be declared and verified prior to DHC's approval of the Family member being added to the Lease.

1. Interim Recertification Policy

Interim recertifications will be performed at any time DHC deems necessary, for example, to account for seasonal or irregular income.

2. Increases in Income to Be Reported

Families paying flat rent are not required to report any increases in income or assets between recertifications.

Families must report increases in income and assets of all adult Family members to DHC in writing within fourteen (14) calendar days of the occurrence.

3. Increases in Income and Rent Adjustments

DHC will process rent adjustments for all increases in income, which are reported between regularly scheduled annual recertifications.

Rent increases, except those due to misrepresentation, require thirty (30) days notice to the Resident.

4. Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the TTP.

DHC will process the rent adjustment unless DHC confirms the decrease in income will last less than thirty (30) calendar days.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

DHC will not reduce the rent for Families whose welfare assistance is reduced due to a “specified welfare benefit reduction”, which is a reduction in welfare benefits due to:

- Fraud by a Family member in connection with the welfare program; or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

A “specified welfare benefit reduction” does not include a reduction to welfare benefits due to:

- The expiration of a lifetime time limit on receiving benefits;
- A situation where the Family has complied with welfare program requirements but cannot or has not obtained employment, such as when the Family has complied with welfare program requirements, but the durational

time limit, such as a cap on the length of time a Family can receive benefits, causes the Family to lose their welfare benefits; or

- Noncompliance with other welfare agency requirements.

Definition of Covered Family:

A Family that received benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a Family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income":

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

The amount of imputed welfare income is determined by DHC, based on written information supplied to DHC by the State or public welfare agency, including:

- The amount of the benefit reduction;
- The term of the benefit reduction;
- The reason for the reduction; and
- Subsequent changes in the term or amount of the benefit reduction.

Imputed welfare income will be included at annual and interim recertifications during the term of the reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a Family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the Family was not a Resident of public housing when the welfare sanction began, imputed welfare income will not be included in Annual Income.

Verification before Denying a Request to Reduce Rent

DHC will obtain written verification from the State or public welfare agency stating that the Family's benefits have been reduced for fraud or noncompliance before denying the Family's request for a rent reduction.

E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes

DHC requires that Families report interim changes to DHC within fourteen (14) calendar days of when the change occurs. Any information, document or signature needed from the Family, which is requested to verify the change, must be provided within five (5) calendar days of the date of DHC's request.

An exception will be made to Residents receiving public assistance from a State or public agency program who obtains employment. If such cases, Families will have to report within fourteen (14) calendar days of receipt of the Notice of Action from a State or public agency program that shows the full adjustment of employment income.

If change is not reported within the required time period, or if the Family fails to provide signatures, certifications or documentation in the time period requested by DHC, it will be considered untimely reporting.

1. Changes in the Resident's Rent

If there is any change in rent, including a change in the Family's choice in rent, a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

2. Resident Rent Increases

If Resident's rent increases, a thirty (30) calendar day notice will be mailed to the Family at least thirty (30) days prior to the anniversary date.

If less than thirty (30) days are remaining before the anniversary date or the anniversary date has past, the Resident's rent increase will be effective on the first of the second month following issuance of the thirty (30) day notice.

If there has been a misrepresentation or a material omission by the Family, or if the Family causes a delay in the recertification process, there will be a retroactive increase in rent to the anniversary date.

3. Resident Rent Decreases

If Resident rent decreases, it will be effective on the anniversary date.

If the Family causes a delay so that the processing of the recertification is not complete by the anniversary date, and any rent change will be effective on the first day of the month following completion of the recertification processing by DHC.

If a Family's circumstances change that would result in a rent decrease and the changes occurred within a month prior to the recertification appointment but the Family did not timely report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

4. Procedures When the Resident Does Not Timely Report a Change

If the Family does not timely report the change, the Family will have caused an unreasonable delay in the interim recertification process and an increase in the Resident's rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The Family will be liable for any underpaid rent and may be asked to sign a Repayment Agreement with DHC (See Chapter 12, Family Debts).

5. Procedures When the Change is not Timely Processed by DHC

"Processed in a timely manner" means that the change goes into effect on the date it should when the Family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by DHC in a timely manner.

Therefore, an increase will be effective after the required thirty (30) calendar days notice prior to the first of the month after completion of processing by DHC.

If the change resulted in a decrease, the overpayment by the Family will be calculated retroactively to the date it should have been effective and the Family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the Family residing in the unit must be approved by DHC. The Family must inform DHC and request approval of additional Family members other than additions due to birth, adoption, marriage, or court-awarded custody before the new Family member occupies the unit.

DHC will not approve the addition of Family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in Family composition must be reported, in writing, within fourteen (14) calendar days of the occurrence.

If an adult Family member is declared permanently absent by the head of household, the notice must contain a self-certification by the head of household,

co-head of household or spouse that the Family member, who may be the head of household, is permanently absent.

The head of household must provide a statement that the head of household, co-head of household or spouse will notify DHC if the removed Family member returns to the household for a period longer than the visitor period allowed in the Lease.

1. Increase in Family Size

DHC will consider a unit transfer, if needed under the occupancy guidelines, for additions to the Family in the following cases:

- Addition by marriage or a marital-type relationship;
- Addition of a minor who is a member of the nuclear Family who had been living elsewhere;
- Addition of a DHC approved live-in aide;
- Addition of any relative of the head of household, co-head of household or Spouse; or
- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide requires a larger size unit due to overcrowding, the change in unit size shall be made effective in accordance with DHC's transfer policy.

2. Definition of Temporarily/Permanently Absent

DHC must compute all applicable income of every Family member who is on the Lease, including those who are temporarily absent.

Income of Family members who are permanently absent from the household will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances, except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay, as HUD may define, is counted as income.

It is the responsibility of the head of household to report changes in Family composition. DHC will evaluate absences from the unit in accordance with this ACOP.

A Family member who is incarcerated for more than ninety (90) calendar days, who is deceased, who is divorced and moved out and who has a separate maintenance decree and who has moved out is "permanently absent" from the household.

3. Absence of Entire Family

These provisions address situations where the Family is absent from the unit but has not moved out of the unit. In cases where the Family has moved out of the unit, DHC will terminate the Lease in accordance with the appropriate Lease termination procedures contained in this ACOP.

In accordance with the Lease, Families are required to notify DHC before they move out of a unit and to give DHC information about specified Family absence from the unit.

Families must notify DHC if they are going to be absent from the unit for more than fourteen (14) calendar days. A person with a disability may request an extension of time as a reasonable accommodation.

“Absence” means that no Family member is residing in the unit.

In order to determine if the Family is absent from the unit, DHC may:

- Conduct a home visit;
- Write letters to the Family at the unit;
- Post letters on the exterior door;
- Telephone the Family at the unit;
- Interview neighbors;
- Verify if utilities are in service;
- Check with the Post Office for a forwarding address; or
- Contact the Resident’s emergency contact.

If the entire Family is absent from the unit, for more than seven (7) calendar days beyond the fourteen (14) calendar days approved by DHC, the unit will be considered to be vacant and DHC will terminate the Lease.

As a reasonable accommodation for a person with a disability, DHC may approve an extension. During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of the Lease was due to a Resident’s disability, and DHC can verify that the Resident was unable to notify DHC in accordance with the Lease provisions regarding the absence,

and if a suitable unit is available, DHC may reinstate the Family as a reasonable accommodation, if requested by the Family.

4. Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for twelve (12) consecutive months except as otherwise provided in this Chapter.

5. Absence due to Medical Reasons

If any Family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, DHC will seek advice from a reliable qualified source as to the likelihood and timing of their return. If their verification indicates that the Family member will be permanently confined to a nursing home, the Family member will be considered permanently absent. If the verification indicates that the Family member will return in less than twelve (12) consecutive months, the Family member will not be considered permanently absent, as long as rent and other charges remain current.

If the Family member who is determined to be permanently absent is the sole member of the Family, the Lease will be terminated.

6. Absence due to Incarceration

If the sole Family member is incarcerated for more than ninety (90) calendar days, s/he will be considered permanently absent. Any member of the Family, other than the sole Family member, will be considered permanently absent if s/he is incarcerated for 180 calendar days. The rent and other charges must remain current during this period.

If the incarceration is for drug-related or criminal activity which would threaten the health, safety, and right to peaceful enjoyment of other Residents, these provisions shall not apply and the Family member will be considered permanently absent.

7. Foster Care and Absences of Children

If the Family includes a child or children temporarily absent from the home due to placement in foster care or as a result of an absence caused by an order of an appropriate court, DHC will determine from the appropriate agency and/or court when the child/children will be returned to the home.

If the time period is to be greater than twelve (12) months from the date of removal of the child(ren), the Family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with DHC's occupancy guidelines.

8. Absence of Adult

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the unit to care for the child(ren) for an indefinite period, DHC will treat that adult as a visitor for the first fourteen (14) calendar days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under DHC's Resident suitability criteria, the Lease will be transferred to the caretaker. If the court has not awarded custody or legal guardianship, but the action is in process, DHC will secure verification from social services staff or the attorney as to the status. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

DHC will transfer the Lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Resident suitability criteria and has been in the unit for more than ninety (90) calendar days and it is reasonable to expect that custody will be granted.

When DHC approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker shall be counted pending a final disposition.

If a Family member is subject to a court order that restricts him/her from the home for more than ninety (90) calendar days, the Family member will be considered permanently absent.

If an adult child goes into the military and leaves the household, s/he will be considered permanently absent.

Full-time students who attend school away from the home will be treated in the following manner:

A student, other than head of household, co-head of household or spouse, who attends school away from home but lives with the Family during school recesses may, at the Family's choice, be considered either temporarily or permanently absent. If the Family decides that the student is permanently absent, the student's income will not be included in total household income, the student will not be included on the Lease, and the student will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for the student will be counted.

9. Visitors

Any adult not included on the HUD 50058 who has been in the unit a total of fourteen (14) cumulative calendar days in the year will be considered to be living in the unit as an unauthorized household member, i.e., a boarder.

Post Office records, vehicle and driver's license verification, credit reports, law enforcement records, and statements from neighbors and/or DHC staff will be considered in making the determination whether a person is an unauthorized household member. Use of the unit address as the person's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the Family. In the absence of such proof, the person will be considered an unauthorized member of the Family and DHC will terminate the Family's Lease since prior approval was not requested for an addition to the household.

Minors and college students who were part of the Family but who now live away from home during the school year and are not considered Family members of the household may visit for up to sixty (60) calendar days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than thirty (30) calendar days per year, the minor will be considered to be an eligible visitor and not a Family member. If both parents reside in public housing, only one parent will be able to claim the child for deductions and for application of the occupancy standards.

G. REMAINING MEMBER OF RESIDENT FAMILY – RETENTION OF UNIT

To be considered the remaining member of a Resident Family, the person must have been previously approved by DHC to be living in the unit.

A live-in aide, by definition, is not a member of the Family and will not be considered a remaining member of the Family.

In order for a minor child to continue to be considered a remaining Family member:

- The minor is an emancipated minor;
- The minor is legally married; or

- DHC verifies that social services and/or an appropriate court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in Family size may require a transfer to an appropriate unit size per the occupancy standards.

H. CHANGES IN UNIT SIZE

DHC shall grant exceptions from the occupancy standards if the Family requests and DHC determine the exceptions are justified.

DHC will not assign a larger bedroom size due to additions of Family members other than by birth, adoption, marriage or court-awarded custody.

DHC will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a Resident Family requires another unit size, the Family's move depends upon the availability of a suitable size and type of unit. The Family will be placed on the transfer list.

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-Citizens Rule, "Mixed" Families are Families that include at least one (1) citizen or eligible immigrant and any number of ineligible members.

"Mixed" Families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household, co-head of household or spouse is a U.S. citizen or has eligible immigrant status; and
- The Family does not include any eligible immigrants other than the head of household, co-head of household or spouse, or parents or children of the head, co-head of household or spouse.

Mixed Families who qualify for continued assistance after November 29, 1996 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the Family to be ineligible for continued assistance may move, or the Family may

choose prorated assistance (See Chapter 6, "Factors Related to Total Tenant Payment Determination"). DHC may no longer offer temporary deferral of termination (See Chapter 11, "Lease Terminations").

CHAPTER 11
LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

DHC may terminate tenancy for a Family because of the Family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)] and the terms of the Lease. This Chapter describes DHC's policies for notification of Lease termination.

A. TERMINATION BY RESIDENT

The Resident may terminate the Lease by providing DHC with a written thirty (30) calendar days advance notice as defined in the Lease.

B. TERMINATION BY DHC

Termination of tenancy will be in accordance with DHC's Lease.

1. General

Resident, household members and guests or others whom the Resident controls, must comply with DHC rules. Resident is responsible for all acts committed by household members, guests or others whom the Resident controls and for requiring compliance with the following:

- Not to provide housing accommodations for boarders or lodgers, i.e., those who are not members of Resident's household.
- Not to assign the Lease, sublease or abandon the Premises.
- To use the Premises solely as a private dwelling for the Resident and the Resident's household, as identified in this Lease, and not to permit its use for any other purpose.
- To ask for consent of DHC before engaging in any profit making activities on the Premises and to comply with DHC's incidental profit making activities policy.

- To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes.
- To keep the Premises and other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition.
- Not to alter, repair or redecorate the interior of the Premises or install additional equipment or major appliances without the prior, written consent of DHC.
- Not to change locks, install new locks or anti-theft devices without DHC's prior, written consent. If permission is granted to change the locks, install new locks or anti-theft devices, Resident must provide DHC with a key within ten (10) days otherwise DHC will re-key the lock and charge the Resident. Also, if DHC does not timely receive a key from the Resident and DHC must enter the Premises on an emergency basis, DHC will charge the Resident for damages or expenses incurred.
- To dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
- To obtain and maintain utility service to the Premises, if utilities are not provided by DHC, and to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises or the development.
- To comply with DHC's Pet Policy if Resident desires to keep, maintain, harbor, or board a pet of any nature on the Premises. Resident must obtain written permission from DHC prior to having a pet and must maintain each pet responsibly and in accordance with applicable state and local public health, animal control and anti-cruelty laws and regulations.
- To notify DHC promptly of unsafe conditions and/or the need for repairs of the Premises, common areas or grounds;
- To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the Premises or to the development, including damages to buildings, facilities or common areas, caused by Resident, a member of Resident's household or guest.
- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and which will be conducive to maintaining the

development in a decent, safe and sanitary condition. A disturbance includes, without limitation, playing loud music.

- Not to allow banned persons to visit the Premises.
- Not to willfully fail or refuse to have a photograph taken for the purposes of the issuance of a Photo ID or to produce the Photo ID upon the request of DHC management or staff or an authorized DHC agent..
- Not to allow litter to remain outside the Resident's
- Premises in violation of the outdoor Trash and Litter Policy.
- To comply with DHC's Pest Control Policy.
- To accept DHC's offer of a Lease revision after a sixty (60) day notice to the Resident of the offer of the revised Lease.

1) To assure that no Resident, household member or guest engages in:

- (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the development; or
- (b) Any drug-related criminal activity on or off the premises;

2) To assure that no other person under the Resident's control engages in.

- (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents; or
- (b) Any drug-related criminal activity on the premises.

3) To assure that no member of the Resident's household:

- (a) Engages in an abuse of or pattern of illegal use of drugs or a pattern of alcohol abuse that affects the health, safety, or right to peaceful enjoyment of the premises by other Residents or DHC employees;
- (b) Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers; or
- (c) Is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to

commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole Imposed under Federal and state law.

- 4) Not to have repeated chronic late payment of rent defined as late payment three (3) times within a twelve (12) month period.
- 5). To comply with the non-citizen Rule requirements.
- 6). To abide by necessary and reasonable rules made by DHC.
- 7). To pay all allowable court costs and attorney fees associated with DHC's enforcement of this Lease.
- 8). Not to allow banned persons to visit the Premises.
- 9) Not to willfully fail or refuse to have a photograph taken for the purposes of the issuance of a Photo ID or to produce the Photo ID upon the request of DHC management or staff or an authorized DHC agent.
- 10) Not to allow litter to remain outside the Resident's Premises in violation of the Outdoor Trash and Litter Policy.
- 11) To comply with DHC's Pest Control Policy.
- 12) To comply with DHC's Incidental Profit Making Activities Policy.
- 13) To accept DHC's offer of a Lease revision after a sixty (60) day notice to the Resident of the offer of the revised Lease.
- 14) Not to engage in the following:
 - a) Littering;
 - b) Burning refuse;
 - c) Setting bulk items out early.
 - d) Mixing commercial storage containers; or
 - e) Using unapproved storage containers; or
 - f) Failing to remove trash can from curbside.
- 15) To pay citations issued by DHC for failure to comply with DHC policies and/or issued by local law enforcement authorities for failure to comply with local code requirements.

- 16) To maintain the lawn, sidewalks and driveways in conformance with local requirements related to lawn care and snow removal at scattered site homes.
- 17) To advise DHC when Resident will be absent from the unit for fourteen (14) calendar days or more.
- 18) Not to repeatedly fail housekeeping inspections.

C. NOTIFICATION REQUIREMENTS

DHC's written Notice to Quit or Notice of Lease Termination will state the reason(s) for the proposed termination, the date that the termination will take place, and offer the Resident all of the rights and protections afforded by the regulations and this ACOP (See Appendix A, Grievance Policy).

A Notice to Quit or a Notice of Lease Termination shall be in writing and delivered to the Resident or adult member of the household or sent by first class mail properly addressed to the Resident.

The notice shall contain a statement describing the Resident's right to meet with the Site Manager to determine whether a reasonable accommodation would eliminate the need for a Lease termination.

1. Timing of the Notice

If DHC terminates the Lease, written notice will be given as follows:

- a) Fourteen (14) days in the case of failure to pay rent.
- b) A reasonable period of time, not exceeding 30 days, considering the seriousness of the situation:
 - (i) If the health or safety of other residents, DHC employees, or persons residing in the immediate vicinity of the premises is threatened;
 - (ii) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity (**NOTE:** per c. below, under Michigan law, DHC may provide a one (1) day notice if it files a police report alleging drug activity); or
 - (iii) If any member of the household has been convicted of a felony.

- c) Thirty (30) days in all other cases, except that if Michigan law allows a shorter notice period, the shorter notice period will apply.

DHC shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

2. Criminal Activity

DHC will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

DHC will terminate the Lease in cases where DHC determines there is reasonable cause to believe that the Resident is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the Resident, a Family member or guest abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other Residents. This includes cases where DHC determines that there is a pattern of alcohol abuse.

DHC will consider the use of alcohol to be a pattern if there is more than one incident during the previous twelve (12) months.

"Engaged in or engaging in or recent history of "drug-related criminal activity" means any act within the past ten (10) years by Applicants or Residents, Family members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the Applicant or Resident, Family members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past ten (10) years by Applicants or Residents, Family members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of DHC premises by other Residents or employees of DHC, which did or did not result in the arrest and/or conviction of the Applicant or Resident, Family members, or guest.

In evaluating evidence of negative behavior, DHC will give fair consideration to the seriousness of the activity with respect to how it would affect other Residents, and/or the likelihood of favorable conduct in the future, which could be supported by evidence of rehabilitation.

DHC may permit continued occupancy provided the Family accepts imposed conditions that the involved Family member(s) does not reside in the unit. DHC will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, copy of a new Lease for the person including the owner's telephone number and address or other substantiating evidence.

DHC will not waive this policy.

A. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by DHC for 1,185 calendar days and shall contain the following information:

- Name of Resident, number and identification of unit occupied;
- Date of the Notice to Quit or Notice of Lease Termination and any other notices required by State or local law;
- Specific reason(s) for the notices, citing the Lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail other than the Criminal History Report;
- Date and method of notifying the Resident; and
- Summaries of any conferences held with the Resident including dates, names of conference participants, and conclusions.

B. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were Residents on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all Family members or because a "mixed" Family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the Family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six (6) months, up to an aggregate maximum of three (3) years for deferrals granted prior to November 11, 1996 or up to eighteen (18) months if granted after November 29, 1996.

However, due to the timeframe applicable to the deferral period, current Families are no longer eligible for deferral of termination of assistance.

Families will be notified in writing at least sixty (60) days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- Granting another deferral will result in an aggregate deferral period of longer than the statutory maximum three (3) years for deferral granted before November 29, 1996; eighteen (18) months for deferrals granted after November 29, 1996), or
- A determination has been made that other affordable housing is available.

If DHC determines that a Family member has knowingly permitted an ineligible individual to reside in the Family's unit on a permanent basis, the Family's eligibility for assistance will be terminated for 24 months. This provision does not apply to a Family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the Family.

CHAPTER 12

FAMILY DEBTS TO DHC

INTRODUCTION

This Chapter describes DHC's policies for the recovery of monies, which have been underpaid by Families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts.

DHC will use any and all available collection tools to recover debts.

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this ACOP is a document entered into between DHC and a Resident who owes a debt to DHC. If the amount owed is no more than \$5,000.00, DHC will enter into a Repayment Agreement with a Resident who is in good standing regarding all other Lease provisions, who has not entered into a Repayment Agreement with DHC within the last 24 months and who has not violated a Repayment Agreement with DHC within the last five (5) years.

The maximum length of time DHC will enter into a Repayment Agreement with a Family is twelve (12) months.

25% of the amount to be paid under the Repayment Agreement must be paid at the time the Resident signs the Repayment Agreement. The balance due shall be paid in twelve (12) equal monthly payments.

1. Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the calendar day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the Family's Repayment Agreement is in arrears, DHC will require the Family to pay the balance in full. Failure to pay as required will be cause for termination of the Lease.

If the Family requests a transfer to another unit and has a Repayment Agreement in place and the Repayment Agreement is not in arrears the

Family will be permitted to move subject to the satisfaction of all other requirements of this ACOP relative to transfers.

2. Guidelines for Repayment Agreements

Repayment Agreements will be executed between DHC and the head of household and spouse or co-head of household.

3. Multiple Repayment Agreements Not Allowed

A Family may not have more than one (1) Repayment Agreement with DHC at a time.

B. DEBTS DUE TO FRAUD OR NON-REPORTING OF INFORMATION

The definition of program fraud and/or abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Program Fraud

DHC may elect to exercise the following options in cases of program fraud and/or abuse:

- Families that owe up to \$5,000.00 to DHC due to program fraud and/or abuse will be required to repay it in accordance with the payment procedures identified in Section A above.
- If a Family owes more than \$5,000.00 as a result of program fraud and/or abuse, DHC will terminate the Lease, refer the case to the HUD Inspector General, and pursue any and all available collection tools to recover all money due.
- A Family will be permitted to only have one Repayment Agreement for repayment of money due to DHC based on program fraud and/or abuse during its entire tenancy.

C. WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than seven (7) years old;

- A determination is made that the debtor is judgment proof;
- The debtor is deceased;
- The debtor is confined to an institution indefinitely or for more than five (5) years; or
- The amount is less than \$500.00 and the debtor cannot be located.

Chapter 13
COMMUNITY SERVICE AND
FAMILY SELF-SUFFICIENCY POLICY

INTRODUCTION

Section 512 of the 1998 Quality Housing and Work Responsibility Act (QHWRA), as amended, mandates that every non-exempt adult Resident of public housing is required to perform eight (8) hours of community service each month or participate in a self-sufficiency program for at least eight (8) hours each month or a combination of the two (2) totaling eight hours each month. These requirements shall be referred to as CSSR in this policy, i.e., community service and self-sufficiency requirements.

On March 29, 2000, HUD published final rules, 24 CFR. Part 960.600, on when a Resident must perform community service activities or self-sufficiency work activities. The rule requires that eligible adult public housing Family members comply with its "general requirements" and that the housing authority assures compliance. If a household fails to comply, after having been sent a Notice of Noncompliance, the housing authority may not renew the Resident's Lease upon expiration, unless the Resident has entered into a an Agreement for Cure to achieve compliance over the twelve (12) month term of the new Lease.

A. EXEMPT FAMILY MEMBERS

The CSSR apply to adult Family members eighteen (18) years of age and older. An adult Family member is exempt from CSSR who meets the following criteria:

- Is 62 years or older;
- Is a blind or disabled individual as defined under 216(i) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1);1982c), and who certifies that because of this disability s/his unable to comply with the service requirements, or is a primary caretaker of such blind or disabled individual;
- Is engaged in work activities which meets the following qualifications:
 - a) unsubsidized employment;

- b) subsidized private sector employment;
 - c) subsidized public sector employment;
 - d) work experience, including work associated with the refurbishing of publicly assisted housing, if sufficient private sector employment is unavailable;
 - e) on the job training;
 - f) community service programs;
 - g) job search and job readiness assistance;
 - h) vocational educational training not to exceed 12 months with respect to any individual;
 - i) job skills training directly related to employment;
 - j) education directly to employment, in the case of a recipient who has not received a high school diploma or a certificate of general of high school equivalency;
 - k) satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 - l) the provision of child care services to an individual who is participating in a community service program.
- Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) Or under any other State administered welfare-to-work program; or
 - Is a member of a Family receiving TANF assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other State administered welfare-to-work program

Documentation that can serve as proof of exemption includes, but is not limited to:

- Birth certificate or some other form of government identification.
- Some form of government certification of disability as defined under 216 or 1614 under the 1982 Social Security Act and a written certification from the person claiming the disability that because of the disability s/he cannot comply with the CSSR.
- A written certification that the Family member is the primary caretaker for a disabled Family member and the documents certifying the disability of the Family member for whom care is being provided.
- Proof of employment.

- Proof of exemption from having to work under a State program funded under Part A of title IV of the Social Security Act.
- Proof of participation in the State of Michigan's Work First Program.

B. MANDATED REQUIREMENTS

Each non-exempt adult Family member must meet the following requirements:

- Contribute eight (8) hours per month of community service (not including political activities); or
- Participate in an economic self-sufficiency program for eight (8) hours per month; or
- Perform eight (8) hours per month of combined community service and participation in a self-sufficiency program.

The Resident's Lease shall specify that it shall be renewed automatically for all purposes, unless the Family fails to comply with the service requirements of this policy. Violation of this policy is grounds for non-renewal of the Lease at the end of the twelve (12) month Lease term but not for termination of residency during the course of the twelve (12) month Lease term. At the time of Lease renewal, Residents must enter a new CSSR Agreement which is applicable for the term of the Lease and stipulates that all Family members who are subject to the CSSR are currently complying with the service requirement or are no longer residing in the household.

C. ELIGIBILITY

In compliance with nondiscriminatory and equal opportunity requirements of Federal, state and local laws, and HUD rules regulating CSSR, DHC will determine which Family members are subject to or exempt from the CSSR.

For each Family member whose name appears on the Lease that is at least eighteen (18) years of age, if a Family member claims an exemption from the CSSR, the head of household must show proof that the Family member claiming exemption meets one of the exemption classifications set forth in Section A of this policy. All adult Family members not claiming exemption or who do not have proof that they are exempt, will be deemed eligible to perform the CSSR.

D. ELIGIBLE COMMUNITY SERVICE AND SELF-SUFFICIENCY ACTIVITIES

During the term of the Lease, all non-exempt adult Family members shall volunteer with the following types of community based organizations in order to fulfill their CSSR:

- The local Resident Council;
- DHC local management office. Services may include volunteering to serve on a Tenant Patrol/ Community Watch group; however, the activities performed by Residents may not be in areas ordinarily performed by DHC employees;
- Local on site or surrounding area service providers that offer these service;
- Day care/child care;
- Senior citizens programs;
- After school programs;
- Educational programs;
- Anti-Drugs/Anti-crime prevention programs; or
- Other community based organizations approved by DHC

An approved self-sufficiency program must be funded by HUD or must be a qualified State or local employment training program (including a training program not affiliated with a local government), or training for Resident management as defined in HUD's Regulation on Income Disregard, 24 C.F.R. Part 5.609 (c) (8) (v). These programs must also meet one of the following criteria as defined in HUD's Regulation on Income Disregard, 24 C.F.R. Part 5.609(c) (13) (ii) (A):

- Is authorized by a Federal, state or local law;
- Is funded by the Federal, state or local government;
- Is operated or administered by a public agency; or
- Has as its objective to assist participants in acquiring employment skills.

All Residents performing community service activities or who are participating in an economic self-sufficiency program must show written proof, on official letter head, of performing community service activities or participation in an approved economic self-sufficiency program. The written proof must have an official certification section with an

area for a certifying official's name, signature and date, and must have the certifying official's telephone number. Proof must be submitted to the Site Manager no later than the 15th day of the month six (6) months after the date of the Resident's last annual Recertification.

No later than the last day of the month following the end of each quarter, the Site Manager will review the files of each Resident household whose six (6) month report date has occurred during the quarter to determine if each non-exempt Family member has complied with the CSSR. If it is determined during the review that a non-exempt Family member is not in compliance, a "Notice of Non-compliance" will be sent to the head of household notifying him/her of this determination.

E. NOTICE OF NON-COMPLIANCE

The Notice of Non-Compliance shall:

- Briefly describe the non-compliance;
- State that DHC will not renew the Family's Lease at the end of the twelve (12) month Lease term unless (1) the head of household, and any other non-compliant Family member, enters into a written CSSR Compliance Agreement with DHC to cure such non-compliance and in fact cures such non-compliance, or (2) the head of household provides written assurance, satisfactory to DHC, that the non-compliant Family member no longer resides in the household; and
- State that the Resident may request a hearing on the non-compliance determination and that the Resident may exercise any available judicial remedy to seek redress for DHC's non-renewal of the Lease.

F. CSSR COMPLIANCE AGREEMENT

If a non-exempt adult Family member violates the CSSR, upon expiration of the Lease, DHC will not renew the Family's Lease unless the head of household and any non-compliant Family member enters into a written CSSR Compliance Agreement with DHC, in the form and manner required by DHC, to cure the non-compliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12) month term of the new Lease;

The head of household shall certify to DHC that all other non-exempt Family members are currently are in compliance or are no longer residing in the household.

If a non-exempt Family member violates the requirements of the CSSR Compliance Agreement, at the expiration of the twelve (12) month term covered by the agreement, DHC will not renew the Lease and the Family will be subject to eviction.

G. ANNUAL REVIEW OF CSSR COMPLIANCE

The Site Manager's annual review to verify the Family's CSSR compliance will be conducted at least thirty (30) days before the end of the twelve (12) month Lease term. DHC will retain reasonable documentation of each non-exempt Family member's performance in complying with this policy or, if applicable, exemption status in the Family's file.

CHAPTER 14

PROGRAM INTEGRITY

INTRODUCTION

DHC is committed to assure that the proper level of benefits is paid to all Residents, and that housing resources reach only income-eligible Families so that program integrity can be maintained.

DHC will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines DHC's policies for the prevention, detection and investigation of program abuse and Resident fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will DHC undertake an inquiry or an audit of a Family arbitrarily. DHC's expectation is that Families will comply with HUD requirements, provisions of the Lease, and other program rules. DHC staff will make every effort (formally and informally) to orient and educate all Families in order to avoid unintentional violations. However, DHC has a responsibility to monitor Residents' Lease obligations for compliance and, when indicators of possible abuse come to DHC's attention, to investigate such claims.

DHC will initiate an investigation of a Family only in the event of one (1) or more of the following circumstances:

Referrals, Complaints, or Tips. DHC will follow up on referrals from other agencies, companies or persons that are received by mail, by telephone or in person, which allege that a Family is in non-compliance with, or otherwise violating the Lease or the program rules. Such follow-up will be made if the referral contains at least one (1) item of information that is independently verifiable. A copy of the allegation will be retained in the Family's file.

Internal File Review. A follow-up will be made if DHC discovers (as a function of a re-certification, an interim re-certification, or a quality control review), information or facts, which conflict with previous file data, DHC's knowledge of the Family, or is differs with statements made by the Family.

Verification or Documentation. A follow-up will be made if DHC receives independent verification or documentation, which conflicts with representations in the Resident file (such as public record information, credit bureau reports, or reports from other agencies).

B. STEPS DHC WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

DHC will utilize various methods and practices to prevent program abuse, non-compliance, and willful violations of program rules by Applicants and Resident Families.

Things You Should Know. This is a program integrity bulletin created by HUD's Inspector General that will be furnished and explained to all Applicants to promote understanding of program rules and to clarify DHC's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the site manager for all Applicants either before execution of the Lease. At the conclusion of all Program Orientation Sessions, the Family head of household will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. DHC will routinely provide Resident counseling as a part of every re-certification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. DHC will explain all required forms and review the contents of all re-certification documents prior to signature by the head of household.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Resident Certification. All Family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Resident Integrity Program Manual.

C. STEPS DHC WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

DHC will maintain a high level of awareness to indicators of possible abuse and fraud by Residents.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, each Family's file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security numbers or dates of birth.

- Authenticity of file documents.
- Ratio between reported income and expenditures
- Review of signatures for consistency with previously signed file documents.

Observation. DHC will maintain a high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Management and Staff may review Public Record Bulletins.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

- At the time of final eligibility determination;
- When an allegation is received by DHC wherein unreported income sources are disclosed; or
- When a Resident's expenditures exceed his/her reported income, and no plausible explanation is given.

D. DHC'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

DHC will encourage all Families to report suspected abuse to the site manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the Family's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The site manager will not follow up on allegations, which are vague or otherwise non-specific; only allegations which contain one or more independently verifiable facts will be investigated.

File Review. An internal file review will be conducted if the subject of the allegation is a DHC Resident and, if so, to determine if the Family has previously disclosed the reported information.

DHC will determine if it is the most appropriate authority to do a follow-up or if the matter should be referred to the appropriate law enforcement or social service agencies. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the site manager will initiate an investigation to determine if the allegation is true or false.

E. HOW DHC WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If DHC determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Director of Asset Management to monitor program compliance will conduct an investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, DHC will secure the written authorization from the Resident for the release of information, where necessary.

- Credit Bureau Inquiries. In cases involving previously unreported income sources, an inquiry may be made to determine if there is financial activity which conflicts with the reported income of the Family.
- Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
- Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.
- Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to DHC's review.
- Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
- Public Records. If relevant, DHC will review public records. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

- Interviews with Head of Household or Family Members. DHC will discuss the allegation (or details thereof) with the head of household or Family member by scheduling an appointment.

F. SECURITY OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY DHC

Documents and other evidence obtained by DHC during the course of an investigation will be considered "work product" and will either be kept in the Resident file, or in a separate "work file." In either case, the Resident file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among DHC staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF DHC'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Director of Asset Management. It will then be determined whether or not a violation has occurred or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, DHC will review the facts to determine:

- The type of violation, i.e., procedural, non-compliance, fraud;
- Whether the violation was intentional or unintentional;
- What amount of money, if any, is owed by the Resident; and
- Is the Family eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, DHC will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance

This category applies when the Resident "fails to" observe a procedure or requirement of DHC but does not misrepresent a material fact and there is no

retroactive rent owed by the Family. Examples of non-compliance violations are:

- Failure to appear at a scheduled appointment.
- Failure to return verification in the time period specified by DHC.

Warning Notice to the Family. In such cases, a notice will be sent to the Family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation, which was violated.
- The date by which the violation must be corrected or the procedure complied with.
- The action which will be taken by DHC if the procedure or obligation is not complied with by the date specified by DHC.
- The consequences of repeated similar violations.

2. Procedural Non-compliance - Retroactive Rent

When the Resident owes money to DHC for failure to report changes in income or assets, DHC will issue a Notification of Underpaid Rent. This notice will contain the following:

- A description of the violation and the date(s);
- Any amounts owed to DHC;
- A fourteen (14) calendar day response period; and
- The right to disagree and to request an informal hearing with instructions for requesting of such a hearing.

Resident Fails to Comply with DHC's Notice. If the Resident fails to comply with DHC's notice, and a material provision of the Lease has been violated, DHC will initiate termination of the Lease.

Resident Complies with DHC's Notice. When a Resident complies with DHC's notice, the site manager responsible will meet with him/her to discuss and explain the obligation or Lease provision that was violated. The staff person will complete a Resident Counseling Report, give one (1) copy to the Family and retain a copy in the Resident file.

3. Intentional Misrepresentations

When a Resident falsifies, misstates, omits or otherwise misrepresents a material fact which results or would have resulted in an underpayment of rent by the Resident, DHC will evaluate whether or not the Resident had knowledge that his/her actions were wrong and that the Resident willfully violated the Lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the Resident was made aware of program requirements and prohibitions. The Resident's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The Resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the Resident of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security number was used.
- If there were admissions to others of the illegal action or omission.
- If the Resident omitted material facts, which were known to them (e.g., employment of self or other household member).
- If the Resident falsified, forged or altered documents.
- If the Resident uttered and certified to statements during a re-certification which were later independently verified to be false.

4. Resident Conference for Serious Violations and Misrepresentations

When DHC has established that material misrepresentation(s) have occurred, a Resident Conference will be scheduled with the Family head of household and the DHC staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by DHC. The purpose of the conference is to review the information and evidence obtained by DHC with the Resident, and to provide the Resident an opportunity to explain any document findings which conflict with representations in the Resident's file. Any documents or mitigating circumstances presented by the Resident will be taken into consideration by DHC. The Resident will be given fourteen (14) calendar days to furnish any mitigating evidence.

A secondary purpose of the Resident Conference is to assist DHC in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, DHC will consider, among other factors:

- The duration of the violation and number of false statements;
- The Resident's ability to understand the rules;
- The Resident's willingness to cooperate, and to accept responsibility for his/her actions;
- The amount of money involved;
- The Resident's past history;
- Whether or not criminal intent has been established; and
- The number of false statements.

5. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, DHC may pursue whatever course of action it deems appropriate under the circumstances including termination of the Lease.

6. Notification to Resident of Proposed Action

DHC will notify the Resident of the proposed action no later than fourteen (14) calendar days after the Resident Conference.

DETROIT HOUSING COMMISSION

ADMISSIONS AND CONTINUED OCCUPANCY

GLOSSARY OF TERMS

Form 50058: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process and, at the option of the housing authority, for interim recertifications.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100).

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which Resident rent is based. (24 CFR 5.611).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head of household.

Allowances: Amounts deducted from the household's Annual Income in determining Adjusted Annual Income, i.e. the income amount used in the rent calculation. Allowances are given for Elderly Families, dependents, medical expenses for Elderly Families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of DHC.

Annual Contributions Contract (ACC): The written contract between HUD and DHC under which HUD agrees to provide funding for a program under the 1937 Act, and DHC agrees to comply with HUD requirements for the program. (24 CFR 5.403).

Annual Income: All amounts, monetary or not, that:

- a. Go to, or on behalf of, the Family head of household or spouse, even if temporarily absent or to any other family member;
- b. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual recertification effective date; and
- c. Are not specifically excluded from Annual Income.

Annual Income also includes amounts derived during the 12 month period, from assets to which any member of the Family has access. (1937 Housing Act; 24 CFR 5.609).

Applicant (applicant family): A person or Family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403).

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "Net Family Assets").

Asset Income: Income received from assets held by Family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in Annual Income. (See "Imputed Asset Income" below)

Certification: The examination of a household's income, expenses and family composition to determine the Family's eligibility for program participation and to calculate the Family's share of rent.

Child: For purposes of citizenship regulations, a member of the Family other than the Family head of household or spouse who is under 18 years of age. (24 CFR 5.504(b)).

Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in Annual Income. (24 CFR 5.603(d)).

Citizen: A citizen or national of the United States. (24 CFR 5.504(b)).

Consent Form: Any consent form approved by HUD to sign by assistance Applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security

Administration, and return information for unearned income from the internal Revenue Service. The consent forms may authorize the collection of other information from assistance Applicants or participants to determine eligibility or level of benefits. (24 CFR 5.214).

Decent, Safe and Sanitary: Housing is decent, safe and sanitary if it satisfies the applicable housing quality standards.

Dependent: A member of the Family except foster children and foster adults, other than the Family head of household or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d)).

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's Annual Income in determining Adjusted Annual Income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled Family member and that are necessary to enable a Family member, including the disabled Family member, to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source. (24 CFR 5.603(d)).

Disability Assistance Expense Allowance: In determining Adjusted Annual Income, the amount of disability assistance expenses deducted from Annual Income for families with a disabled household member.

Disabled Family: A Family whose head of household, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A Family in which each member, or whose sole member, is a person displaced by governmental action such as urban renewal, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act].

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A Family whose head of household, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403).

Elderly Family Allowance: For Elderly Families, an allowance of \$400 is deducted from the household's Annual Income in determining Adjusted Annual Income.

Elderly Person: A person who is at least 62 years of age.

Extremely Low-Income Families: Those Families whose incomes do not exceed 30% of the median income for the area as determined by HUD

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) (24 DFR 5.100).

Family includes but is not limited to:

- a. A Family with or without children;
- b. An Elderly Family;
- c. A near-Elderly Family;
- d. A disabled Family;
- e. A displaced Family;
- f. The remaining member of a Resident Family; and
- g. A single person who is not an Elderly or Displaced Person, a person with disabilities, or the remaining member of a Resident Family (24 CFR 5.403).

Family Members: All members of the household other than live-in aides, foster children and foster adults. All Family members permanently reside in the unit, though they may be temporarily absent. All Family members are listed on the Lease.

Family Self-Sufficiency Program (FSS Program): The program established by DHC to promote self-sufficiency among participating Families, including the coordination of supportive services. (24) CFR 984.103(b)).

Fair Market Rent: A rent amount the Family may choose to pay in lieu of having their rent determined under the formula method. The fair market rent is established by DHC set at the lesser of the market value for the unit or the cost to

operate the unit. Families selecting the fair market rent option have their income evaluated once every three (3) years, rather than annually.

Formula Method: A means of calculating a Family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under this method, the Family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d)).

Good Cause: A substantial and convincing reason.

Good Standing: When a Resident meets all Lease and other requirements and is eligible to remain in public housing.

Head of Household: The adult member of the Family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b)).

Household Members: All members of the household including members of the Family, live-in aides, foster children and foster adults. All household members are listed on the Lease and no one other than household members are listed on the Lease.

Imputed Income: For households with Net Family Assets of more than \$5,000, the amount calculated by multiplying Net Family Assets by a HUD-specified percentage.

In-Kind Payments: Contributions other than cash made to the Family or to a Family member in exchange for services provided or for the general support of the Family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim Recertification: A recertification of Family income, expenses and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrant such a recertification.

Live-In Aide: A person who resides with one or more Elderly Persons, near – Elderly Persons, or persons with disabilities and who:

- a. Are determined to be essential to the care and well-being of the persons;

- b. Is not obligated for the support of the person; and
- c. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b)).

Low-Income Families: Those Families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low Family incomes.

Medical Expenses: Medical expenses of all Family members of an Elderly or Disabled Family, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, and care for service animals and transportation for medical purposes.

Mitigating Circumstances: A fact, situation or unusual or unpredictable event that may prevent performance of an obligation under the Lease.

Mixed Family: A Family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b)).

Monthly Adjusted Income: One twelfth (1/12) of adjusted income. (24 CFR 5.603(d)).

Monthly Income: One twelfth (1/12) of Annual Income. (24 CFR 5.603(d)).

Near-Elderly Family: a Family whose head of household, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b)).

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.
- C. In determining Net Family Assets, DHC, shall include the value of any business or Family assets disposed of by an Applicant or Resident for less than fair market value including a disposition in trust, but not in a foreclosure or bankruptcy sale during the two (2) years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the Applicant or Resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d)).

Non-Citizen: A person who is neither a citizen nor national of the United States (24 CFR 5.504(b)).

Occupancy Standards: The standards that DHC establishes for determining the appropriate number of bedrooms needed to house Families of different sizes or composition.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

“Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.”

- B. Is determined, pursuant to regulations issued by HUD, to have a physical, mental, or emotional impairment that:
 1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his/her ability to live independently; and
 3. Is of such a nature that such ability could be improved by more suitable housing conditions.

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states severe chronic disability that:
1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 2. Is manifested before the person attains age 22;
 3. Is likely to continue indefinitely;
 4. Results in substantial functional limitation in three (3) or more of the following areas of major life activity; (a) self care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency; and
 5. Reflects the person's need for a combination and sequence of special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration and are individually planned and coordinated.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a Family's housing assistance payment to reflect the proportion of Family members in a mixed Family who are eligible for assistance. (24 CFR 5.520).

Public Housing Agency (PHA): Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100).

Recertification: The annual re-examination of a Family's income, expenses and composition to determine the Family's rent.

Remaining Member of a Resident Family: A member of the Family listed on the Lease who continues to live in the public housing unit after all other Family members have left. (Handbook 7565.1 REV-2, 3-5b).

Resident: The person or Family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b)).

Resident Rent: The amount payable monthly by the Family as rent to DHC. Where all utilities, except telephone, and other essential housing services are

supplied by DHC, Resident Rent equals the Total Tenant Payment. Where some or all utilities, except telephone, and other essential housing services are supplied by the DHC and the cost thereof is not included in the amount paid as rent, Resident rent equals total Resident payment less the utility allowance. (24 CFR 5.603(d)).

Self-Declaration: A type of verification statement by the Resident as to the amount and source of income, expenses, or Family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an Elderly Family, a person with disabilities, a Displaced Person, or the remaining member of a Resident Family. (Public Housing: Handbook 7465.1 REV-2, 3-5).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214).

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Third-Party (verification): Written or oral confirmation of a Family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total Tenant Payment for families whose initial Lease is effective on or after August 1, 1982:
 - 1. Total Tenant Payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the Family's monthly adjusted income;
 - b. 10% of the Family's monthly income; or
 - c. If the Family is receiving payments for welfare assistance from a public agency and a part of such payments,

adjusted in accordance with the Family's actual housing costs, is specifically designated by such agency to meet the Family's housing costs, the portion of such payments which is so designated. If the Family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(1)(1) of the 1937 Act will be the amount resulting from one application of the percentage.

- B. Total Tenant Payment for Families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the Total Tenant Payment of Families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities, except telephone, and other housing services for an assisted unit is not included in the Resident Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made by DHC of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. (24 CFR 5.603).

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit. (24 CFR 5.603). **Very Low-Income Families:** Low-income Families whose incomes do not exceed 50% of the median Family income for the area, as determined by HUD with adjustments for smaller and larger Families, except that HUD may establish income ceilings higher or lower than 50% of the median for the areas on the basis of HUD's findings that such variations are necessary because of unusually high or low Family income. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act).

Welfare Assistance: Welfare or other payments to Families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d)).

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self-Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	U.S. Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment
UIV	Upfront Income Verification

APPENDIX A
GRIEVANCE POLICY

[24 CFR 966.50-966.57]

INTRODUCTION

The hearing requirements defined in HUD regulations are applicable to Families who disagree with an action, decision or inaction of DHC. This Appendix describes the policies to be used when Families disagree with a DHC decision.

A. GRIEVANCE PROCEDURES

Definitions

Grievance: Any dispute which a Resident may have with respect to a DHC action or failure to act in accordance with the Resident's Lease or DHC rules which adversely affect the Resident's rights, duties, welfare, or status.

Grievant: Any Resident whose grievance is presented to DHC informally or as part of the hearing process.

Hearing Officer/Hearing panel: A person or persons selected to hear grievances and render a decision regarding the grievance.

Resident: A lessee or the remaining head of household of any Resident Family residing in housing accommodations owned or leased by DHC.

Elements of Due Process: An eviction action or a termination of tenancy in a court in which the following procedural safeguards are required:

- Adequate notice to the Resident of the grounds for terminating the tenancy;
- For the purpose of preparing a defense, the opportunity for the Resident to examine all relevant documents, records and regulations of DHC prior to the hearing.
- Right of the Resident to be represented by counsel;

- The opportunity for the Resident to refute the evidence presented by DHC including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Resident may have; and
- A decision on the merits of the case.

1. Informal Hearing Procedures

A grievance shall be presented in writing, signed and submitted to the Site Manager that sent the notice or who is responsible for the action or inaction upon which the Grievance is based. The Grievance must be presented within fourteen (14) calendar days after the date of the action or failure to act which is the basis for the Grievance. It may be simply stated, but shall specify:

- The particular grounds upon which it is based;
- The action requested; and
- The name, address and telephone number of the Grievant and similar information about the Grievant's representative, if any.

There shall be an informal hearing to discuss and to resolve the Grievance without the necessity of a formal hearing. Within fourteen (14) calendar days after the hearing, a DHC representative will respond, in writing, to the Grievant. The response will contain information regarding the steps by which a formal hearing may be requested.

B. RIGHT TO A FORMAL HEARING

If the Grievant does not timely request a formal hearing, s/he waives his/her right to a formal hearing and DHC's informal hearing disposition of the Grievance will become final. This section in no way constitutes a waiver of the Grievant's right to contest DHC's disposition in an appropriate judicial proceeding.

If the Grievant is dissatisfied with the disposition of the Grievance, s/he shall be entitled to a formal hearing before a Hearing Officer or Panel. A written, signed request for a formal hearing shall be submitted within fourteen (14) calendar days of the receipt of the response to the informal hearing.

The request for a formal hearing must be presented to DHC's Director of Asset Management. The request must specify the reason(s) that the decision made at the informal hearing was incorrect and the relief sought.

The head of household or other adult household member must attend the formal hearing.

If the Grievant needs to reschedule the hearing, the hearing must be rescheduled at least seven (7) calendar days in advance of the scheduled hearing date or the Grievant waives his/her right to a formal hearing. If the Grievant fails to appear within thirty (30) minutes of the scheduled time, the Grievant waives his/her right to a formal hearing.

Upon request by the Grievant, DHC will provide a reasonable accommodation for persons with disabilities to participate in the formal hearing. These requests must be received by DHC at least 48 hours before the scheduled formal hearing time.

1. Selection of Hearing Officer or Panel

A formal hearing shall be conducted by an impartial person or panel appointed by DHC other than the person who made or approved the DHC action under review or a subordinate of such person.

2. Informal Hearing as a Prerequisite

All Grievances must have been through an informal hearing as a prerequisite to a formal hearing.

3. Escrow Deposit for Rent

Before a formal hearing is scheduled in any Grievance involving rent DHC claims is due, the Grievant shall pay DHC all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The Grievant shall thereafter deposit the monthly rent in an escrow account each month until the Grievance is resolved by decision of the Hearing Officer or Panel. DHC must waive the requirement for an escrow deposit for Families who meet the financial hardship exemption from minimum rent requirements. Unless so waived, failure to make the required escrow payments shall result in termination of the Grievance procedure.

Failure to make such payments does not constitute a waiver of any right the Grievant may have to contest DHC's disposition of the Grievance in any appropriate judicial proceeding.

4. Scheduling

If the Grievant complies with the procedures outlined above, a formal hearing shall be scheduled by the Hearing Officer or Panel within fourteen (14) calendar days of receiving the request for a hearing at a time and place reasonably convenient to the Grievant and DHC.

A written notification of the date, time, place and procedures governing the formal hearing shall be delivered to the Grievant and the appropriate DHC official.

5. Formal Hearing Procedures

The formal hearing shall be held before a Hearing Officer or a Hearing Panel.

The Grievant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

- The Grievant shall have the opportunity to examine and to copy, at the expense of the Grievant, all DHC documents, records and statements that the Grievant plans to submit during the hearing to refute DHC's inaction or proposed action. Any such documents not made available by DHC may not be relied upon by DHC at the formal hearing;
- The right to a private hearing unless otherwise requested by the Grievant;
- The right to be represented by counsel or other person chosen as a representative;
- The right to present evidence and arguments in support of the Grievance, to controvert evidence relied on by DHC, and to confront and cross-examine all witnesses upon whose testimony or information DHC relies, limited to the issues for which the Grievant has received the opportunity for a formal hearing; and
- The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the formal hearing.

If the Grievant or DHC fails to appear at the scheduled hearing, the Hearing Officer or Panel may:

- postpone the hearing for a period not to exceed seven (7) calendar days, or
- Make a determination that the party has waived his/her right to a formal hearing.

Such a determination in no way waives the Grievant's right to appropriate judicial proceedings.

At the hearing, the Grievant must first make a showing of an entitlement to the relief sought and thereafter DHC must sustain the burden of justifying its action or failure to act against which the Grievance is directed.

The hearing shall be conducted informally as follow:

- Oral and documentary evidence pertinent to the facts and issues raised by the Grievant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings; and
- The Hearing Officer or Panel shall require DHC, Grievant counsel and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the Hearing Officer or Panel to maintain order will result in exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

DHC or the Grievant may arrange, in advance, in writing, and at the expense of the party making the arrangements, for a transcript or audiotape of the hearing. Either party may purchase a copy of the transcript.

6. Decision of the Hearing Officer or Panel

The Hearing Officer or Panel shall give DHC and the Grievant a written decision, including the reason(s) for the decision, within fourteen (14) calendar days following the formal hearing. DHC will place one (1) copy in the Resident's file and maintain another copy in a separate file. The written decision will be sent to the Resident's address provided at the formal hearing.

The decision of the Hearing Officer or Panel shall be binding on DHC. DHC shall take all action necessary to carry out the decision, unless the Grievant requests action from the DHC Board of Commissioners within fourteen (14) calendar days of receipt of the Hearing Officer or Panel's decision. The decision of the DHC Board of Commissioners will be mailed to the Grievant within fourteen (14) calendar days following the meeting at which the Board of Commissioners decides the issue and notifies the Grievant that:

- The Grievance does not concern DHC action or failure to act in accordance with or involving the Grievant's Lease or DHC regulations, which adversely affect the Grievant's rights, duties, welfare or status; or
- The decision of the Hearing Officer or Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and DHC.

A decision by the Hearing Officer or Panel or DHC Board of Commissioners in favor of DHC or which denies the relief requested by the Grievant, in whole or part, shall not constitute a waiver of nor affect in any manner, the rights of the Grievant to appropriate judicial review.

7. Housing Authority Eviction Action

If a Resident has requested a formal hearing on a Grievance involving a DHC Notice to Quit or Termination of Tenancy and the Hearing Officer or Panel upholds DHC's action, DHC shall not commence an eviction action until it has served a Notice to Quit or Termination of Tenancy on the Resident.

B. INFORMAL REVIEW FOR APPLICANTS

Applicants who are determined ineligible, who do not meet DHC's admission standards, or for whom DHC does not have an appropriate size and type of unit in its inventory will be given prompt written notification, including the reason(s) for the determination.

Ineligible Applicants will be promptly provided with a letter detailing their individual status stating the reason(s) for their ineligibility and offering them an opportunity for an informal review.

Applicants must submit their request for an informal review, in writing, to DHC within fourteen (14) calendar days from the date of the notification of their ineligibility.

If the Applicant requests an informal hearing, DHC will provide an informal review within fourteen (14) calendar days of receiving the request. DHC will notify the Applicant of the place, date and time of the informal review.

An impartial review officer will conduct informal reviews. The person who is designated as the review officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The Applicant may bring to the review any documentation or evidence s/he wishes and the evidence, along with the data compiled by DHC, will be considered by the review officer.

The review officer will make a determination based upon the merits of the evidence presented by both sides. Within thirty (30) calendar days of the date of the review, the review officer will mail a written decision to the Applicant and place a copy of the decision in the Applicant's file.

The Grievance procedures for Residents do not apply to DHC determinations that affect Applicants.

C. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the Family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration & Naturalization Service appeal.

Assistance to a Resident may not be terminated or denied while a DHC hearing is pending but assistance to an Applicant may be delayed pending a DHC informal review.

APPENDIX B

PET POLICY

Introduction

DHC has established this Pet Policy for Residents of its Public Housing developments. This policy is in accordance with HUD regulations set forth in 24 CFR 5.300, et seq. (Section 227 of the Housing and Urban-Rural Recovery of 1983; 12 U.S.C. 1701r-1), which specifically govern Pet Ownership for the Elderly and Persons with Disabilities and 24 CFR 960.701 (Section 31 of the United States Housing Act of 1937; 42 U.S.C. 1437z-3, et seq.), which govern Pet Ownership in Public Housing generally and are applicable to DHC Family developments.

Service Animals for Persons with Disability

This policy does not apply to service animals that assist persons with disabilities who reside in DHC premises. Such animals are allowed in all public housing facilities. No restrictions shall be imposed on them or their owners other than those general obligations imposed on all Residents of DHC developments to maintain their units and associated facilities in a decent, safe and sanitary manner and refrain from disturbing their neighbors. In addition, all Resident pet owners, including persons with disabilities, shall be obligated to comply with local licensing and other animal control ordinances and regulations.

Pet Ownership

Any adult Resident who resides in a DHC property may own one (1) or more common household pets if he or she maintains each pet responsibly and in accordance with applicable State and local public health, animal control and anti-cruelty laws and regulations and local ordinance licensing requirements. DHC has established reasonable restrictions and prohibitions based on building structure or development or other relevant conditions regarding the number, size and type of pet(s). DHC will also require the Resident pet owner to pay certain refundable and non-refundable fees as set forth below. Any Resident desiring to house a pet on DHC property must inform DHC in writing prior to the animal entering the dwelling unit. All households that have pets are required to sign a DHC Pet Lease

Addendum. Any household with a dog or cat must provide DHC with proof that such pet had been spayed or neutered for pets six (6) months of age or older.

Size of Pets

The maximum allowable pet size, based upon weight, is twenty-five (25) pounds adult weight, except for service animals that assist persons with disabilities. The maximum capacity for an aquarium is twenty (20) gallons.

Type of Pets

DHC will allow common household pets. A common household pet is defined as a domesticated dog, cat, guinea pig, gerbil, hamster, rabbit, or birds in cages and fish in aquariums. Reptiles and birds of prey are not household pets. Exotic pets, such as iguanas, spiders, snakes or ferrets, shall not be permitted. Dogs of vicious or aggressive disposition will not be permitted. Due to age and behavioral activities of puppies and kittens, ownership requests for such animals shall be more closely scrutinized prior to approval in an attempt to ensure that the pet owner Resident has the ability to handle the ownership responsibilities involved with such pets. In addition, for purposes of this policy, the term "Passive Pets" shall be defined as one or two birds in one cage or one (1) or more fish, in number appropriate to the size of a single aquarium.

Number of Pets Per Household

Building size and type of dwelling structure shall determine the number of pets permitted per household. All free standing high-rise and mid-rise buildings are limited to one (1) pet per household. Any Resident occupying a single attached or non-attached dwelling unit is limited to no more than two (2) pets per household, except that no household shall be permitted two (2) dogs or two (2) cats. Passive Pets shall not be counted against the aforementioned one (1) or two (2) pet maximums per household.

Non-Refundable Application Fee and Monthly Pet Fee and Refundable Pet Security Deposits

All Resident pet owners are required to pay a Non-Refundable Pet Application Fee in the amount of Twenty Five Dollars (\$25.00) except that no such payment shall be required for pet owners who only have Passive Pets. In addition, all non-elderly Resident pet owners of dogs or cats in Family developments shall pay a Non-Refundable Monthly Pet Fee of Ten Dollars (\$10) per pet in addition to the Resident's regular monthly rent payment, except that no such monthly maintenance fee shall be charged for Passive Pets. This Pet Fee is to cover reasonable operating costs to DHC relating to the presence of pets. All Resident pet owners, including owners of Passive Pets, must pay a refundable Pet Deposit in the amount of one-half a month's rent or Three Hundred Dollars (\$300.00),

whichever is less, to cover additional costs attributable to the pet and not otherwise covered by the non-refundable Pet Fee. The Pet Deposit will be placed in an escrow account and is refundable, in whole, in part, or not at all as may be appropriate, upon move-out or removal of the pet from the dwelling unit. The unused portion of the Pet Deposit is refundable to the Resident provided that the dwelling unit and/or building facilities are left in an acceptable manner. The Pet Deposit will be used to cover any damages associated with the interior or exterior of the building structure and grounds. Resident pet owners will receive an itemized list of damages upon move-out or when they have removed the pet from the dwelling unit. Resident pet owners must provide a forwarding address within four (4) days from the date of move-out to receive the refundable unused portion of the Pet Deposit.

Proper Maintenance of Pets

The Resident must maintain the pet in a reasonable manner in accordance with all state and local public health, animal control and anti-cruelty laws and regulations. "Reasonable manner" is defined as regular grooming, exercise, good nutrition, flea control, clean up of waste and litter, routine veterinary care and yearly inoculation. Pets must be spayed and neutered after six (6) months of age. The pet must be walked only in areas designated by DHC and must be on a hand leash held by a person aged 13 or older at all times. Each dog or cat must have its own collar, must be licensed and must be up to date on vaccinations. A review will be held by DHC management to confirm current registration, licensing and vaccinations at the time of annual lease renewal and the Resident pet owner shall provide DHC with a photograph of the pet, which shall be kept with the Pet Lease Addendum in the Resident's file. The Resident must also maintain standards referenced in the Pet Lease Addendum. The Pet Lease Addendum will serve as an addendum to the DHC Lease.

No pet, excluding fish, shall be left unattended in any unit for a period in excess of 24 hours.

Resident pet owners must recognize that other Residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners shall exercise courtesy with respect to other Residents.

Cleanliness Requirements

All animal waste or the litter from litter boxes shall be picked up immediately by the Resident pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the Resident's dwelling unit.

Removal of Waste from Other Locations.

The Resident pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat or rodent will be fumigated at the time the unit is vacated.

The Resident pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Pets Temporarily on the Premises

Pets which are not owned by a Resident will not be allowed. Residents are prohibited from feeding or harboring stray animals. This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the DHC.

Alterations to Unit

Resident pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Nuisance

No pet shall be allowed to become a nuisance or create any unreasonable disturbance. An example of "any unreasonable disturbance" would be a pet that is not restrained in hallways, elevators, community rooms, or other common areas or which makes noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one-half (1/2) hour or more to the disturbance of any person at any time of the day or night.

Inspections

DHC may, after reasonable notice to the Resident pet owner during reasonable hours, enter and inspect the premises, in addition to other inspections allowed under the ACOP.

DHC may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.

Pet Policy Violation Notice

If a determination is made on objective facts supported by written statements that a Resident pet owner has violated the Pet Policy, written notice will be serviced.

The notice will contain a brief statement of the factual basis for the determination and the pet policy(s) which were violated. The notice will also state:

- That the Resident pet owner has five (5) calendar days from the effective date of the service of the notice to correct the violation or make written request for a meeting to discuss the violation;
- That the Resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- That the Resident pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the Resident pet owner's Lease.

If the Resident pet owner timely requests a meeting, the meeting will be scheduled no later than five (5) calendar days after receipt of the request for the meeting, unless the Resident pet owner agrees to a later date in writing.

Notice for Pet Removal

If the Resident pet owner and DHC are unable to resolve the violation at the meeting or the Resident pet owner fails to correct the violation in the time period allotted by DHC, DHC may serve notice to remove the pet.

The notice shall contain:

- A brief statement of the factual basis for DHC's determination that the Pet Policy has been violated;
- The requirement that the Resident pet owner must remove the pet within five (5) calendar days of the notice; and
- A statement that failure to remove the pet may result in termination of the Resident pet owner's Lease.

Termination of Lease

DHC may initiate procedures for termination of the Resident pet owner's Lease based on a Pet Policy violation if:

- The Resident pet owner has failed to remove the pet or correct a Pet Policy violation within the time period specified; and
- The Pet Policy violation is sufficient to begin procedures to terminate the Lease.

Indemnity

The Resident agrees to indemnify, hold harmless and defend DHC against claims by third parties for damage or injury caused by the pet.

Removal of Pets

DHC shall require the removal of any pet from a DHC dwelling unit if the pet's conduct or condition is determined to be a nuisance or threat to DHC employees or to the health or safety of other DHC Residents or other persons in the community.

IN THE EVENT OF THE ILLNESS OR DEATH OF THE RESIDENT PET OWNER OR OTHER EMERGENCY WHICH PREVENTS THE RESIDENT PET OWNER FROM PROPERLY CARING FOR THE PET, DHC SHALL CALL THE EMERGENCY CAREGIVER DESIGNATED BY THE RESIDENT IN THE PET LEASE ADDENDUM OR THE CITY'S PET ENFORCEMENT AGENCY TO TAKE THE PET AND CARE FOR IT UNTIL THE RESIDENT PET OWNER OR FAMILY MEMBERS OR FRIENDS CLAIM THE PET AND ASSUME RESPONSIBILITY FOR ITS CARE. ANY AND ALL EXPENSE INCURRED WILL BE THE RESIDENT PET OWNER'S RESPONSIBILITY.

DETROIT HOUSING COMMISSION
1301 E. Jefferson · Detroit, Michigan 48207 · (313) 877- 8807
D W E L L I N G L E A S E
P A R T I

Development: _____

Account No: _____

I. DESCRIPTION OF THE PARTIES AND PREMISES

A. Parties and Premises.

Part I of this Dwelling Lease Agreement ("Lease"), which is a two-part document, is hereby executed between the Detroit Housing Commission ("DHC"), with its principal place of business noted above, and _____ (Head of Household), _____ (Co-Head of Household/Spouse) and all other adult members of the household as indicated below ("Resident"), whose complete address ("Premises") is as follows:

Building Number: _____ Unit Number: _____

Address: _____
 Detroit, Michigan 482 _____

Lease Effective Date: _____

Terms and Conditions stated in Part II of this Lease are incorporated by reference.

B. Resident's Household.

DHC leases the Premises for the exclusive use and occupancy by authorized members of Resident's household, as listed below, who are listed in Resident's Application for Admission or added to Resident's latest Application for Recertification, which application(s) is incorporated by reference. The following Resident and members of Resident's household, all of whom agree to comply with the terms and conditions contained in this Lease, are the only persons authorized to reside in the unit:

NAME	RELATIONSHIP	SEX	DATE OF BIRTH

NOTE: Use additional sheet if necessary to add more Family members.

II. TERM AND RENEWAL OF LEASE

A. Term.

The initial term, beginning _____ and ending at midnight, shall be for one (1) year.

B. Renewal.

After the initial one (1) year term, the Lease term will be automatically renewed for one (1) year unless terminated by either party in accordance with the Terms and Conditions set forth in Part II, Section VI of this Lease. Resident may not renew this Lease if Resident fails or refuses DHC’s request to recertify his/her rent, as described in Part II, Section IV of this Lease, or fails to comply with the Community Service and Economic Self-Sufficiency requirements in Part III, Section VB2. The monthly rent stated in Part I, Section III. A of this Lease will remain in effect until DHC provides Resident with written notification of a change.

III. PAYMENTS DUE UNDER THE LEASE

A. Rent and Due Date.

Initial rent is: \$ _____. The amount is determined by the following procedure:

Minimum Rent ___ Flat/Ceiling Rent _____ 30% of adjusted Income _____

1. Rent. Monthly rent of \$_____ is due and payable in advance on the first day of each month and is considered late (delinquent) after the fifth (5th) calendar day of the month.

2. Rent Adjustments. The above monthly rent will remain in effect unless it is adjusted by DHC for a utility allowance, as explained in Part I, Section III. A. 3.d of this Lease, or adjusted in accordance with the Terms and Conditions governing Applications for Continued Occupancy as explained in Part II, Section IV. A of this Lease. Documentation of any adjustment will be provided to Resident.

3. Utilities and Equipment. DHC will pay all costs associated with providing the following utilities, services, and equipment listed in this Lease:

a. Water, garbage collection and sewer service.

b. Check those to be provided by DHC:

Gas: Yes ___ No ___ Electricity: Yes ___ No ___ Heat: Yes ___ No___

c. DHC will provide the following appliances:

Range/Stove: Yes ___ No ___ Refrigerator: Yes ___ No ___

- d. DHC agrees to adjust the rent by the applicable utility allowance of \$_____ (which makes Resident's adjusted rent \$ _____ per month) for the following utilities where the Resident has the responsibility to make direct payments to utility companies:

() Electricity () Gas () Water () Sewerage () Trash Removal () Other _____

Resident's failure to obtain and maintain utility services not provided by DHC is considered a material violation of Resident's obligations under the Lease.

4. Payment Location(s). Resident shall pay rent via check or money order by first-class mail addressed to DHC at its principal business address or either one of the following locations:

- a. Comerica Bank (any branch).
- b. Such other location as may be designated, in writing, by DHC.

5. Late Rent. Rent is considered delinquent if not paid by the 5th calendar day of the month. A late fee of Twenty-five (\$25.00) Dollars will be added to Resident's account for failure to pay the full amount due by the 5th calendar day of the month and DHC will begin the eviction process.

B. Charges in Addition to Rent/Other Fees.

See Part II, Section I. B of this Lease for Terms and Conditions governing Other Charges and Fees.

C. Security Deposit.

Resident: _____ Agrees to pay _____ Has previously paid the sum of \$ _____ not to exceed the equivalent of one (1) month's rent (not adjusted rent) as a Security Deposit.

See Part II, Section I. A of this Lease for Terms and Conditions governing Security Deposits.

NOTICE: Michigan Law establishes rights and obligations for parties to Leases. This Lease is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this Lease, you may want to seek assistance from a lawyer or other qualified person.

SIGNED AND DATED BY ALL ADULT MEMBERS OF RESIDENT'S HOUSEHOLD

I HAVE REVIEWED THIS LEASE AND UNDERSTAND AND ACKNOWLEDGE THAT THE HEAD OF HOUSEHOLD, CO-HEAD OF HOUSEHOLD, IF ANY, AND SPOUSE WHO SIGN BELOW ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE TIMELY PAYMENT OF RENT AND COMPLIANCE WITH ALL OTHER PROVISIONS OF THE LEASE.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE THIS _____ DAY OF _____, 20____ AT DETROIT, MICHIGAN.

WITNESS Head of Household

WITNESS Co-Head of Household

WITNESS Spouse

WITNESS Adult Resident

WITNESS Adult Resident

WITNESS Adult Resident

DETROIT HOUSING COMMISSION

WITNESS

BY: _____
Site Manager/Assistant Site Manager

WITNESS

HEAD OF HOUSEHOLD'S CERTIFICATION

I, _____, Head of Household, and _____, Co-Head of Household, hereby certify that I(we), and other members of my(our) household, have not participated and are not participating in any criminal or drug-related criminal activity on or off DHC property or any pattern of alcohol abuse or pattern of illegal use of drugs which is interfering with the health, safety, or right of peaceful enjoyment of DHC property by other Residents or DHC employees. Nor have I(we) or any other members of my(our) household committed fraud in connection with any Federal housing assistance program unless such fraud was fully disclosed to DHC before execution of the Lease or before DHC approval of my(our) occupancy of the Premises.

I(we) further certify that all information or documentation submitted to DHC before and during the Lease term is true and complete to the best of my(our) knowledge and belief. If fraudulent information is provided, I(we) understand and agree that the Lease may be terminated and the rent may be retroactively increased.

Head of Household

Date: _____

Co-Head of Household

Date: _____

ATTACHMENTS:

I hereby acknowledge receipt of the following documents and attachments:

- () Lease Agreement - Part I
- () Lease Agreement - Part II
- () Grievance Policy
- () Schedule of Resident Charges
- () Housekeeping Standards
- () Pet Policy
- () Watch Out for Lead Paint Poisoning Notice
- () Rent Payment Locations Letter
- () Community Service and Self-Sufficiency Requirements
- () One Strike Policy

NOTE: These attachments are subject to updating by DHC.

DETROIT HOUSING COMMISSION
1301 E. Jefferson · Detroit, Michigan 48207 · (313) 877-8639
D W E L L I N G L E A S E
P A R T I I

TERMS AND CONDITIONS

Part I and Part II, Terms and Conditions of the Detroit Housing Commission's Dwelling Lease, constitute the entire Lease between the Detroit Housing Commission ("DHC") and the Resident(s) identified in Part I of the Lease.

I. PAYMENTS DUE UNDER THE LEASE

A. Security Deposit. Resident shall pay a security deposit at the time of leasing. The amount of the security deposit shall be equal to one (1) month's rent (not adjusted rent).

1. Use of Security Deposit. DHC may retain the Security Deposit at the termination of the tenancy to offset any money owed to DHC by the Resident, which may include back rent, reimbursement for the cost of repairing actual damages, other than ordinary wear and tear, to the Premises, buildings, facilities, or common areas caused by Resident, members of Resident's household or guests.

2. Bank Deposit. DHC shall hold Resident's Security Deposit in a DHC general account at COMERICA BANK, located at 500 Woodward Avenue, Detroit, Michigan 48226. DHC will return the Security Deposit to Resident within thirty (30) days after Resident vacates the Premises, less deductions for any of the costs indicated above. Resident will be liable for payments due under the Lease that total more than the amount of the Security Deposit. The Security Deposit may not be used to pay rent or other charges while Resident occupies the unit.

3. Forwarding Address. If within four (4) days of moving, Resident does not give DHC written notification of a forwarding address where Resident can be reached and where Resident can receive mail, DHC does not have to send an itemized list of damages and notice of the penalties associated with the failure to provide a forwarding address.

B. Charges in Addition to Rent/Other Fees.

Resident will be charged for maintenance and repair, beyond normal wear and tear, for noncompliance with Resident's obligations under this Lease. Resident will be charged rates listed in the Schedule of Resident Charges ("Schedule") adopted by DHC. The Schedule may be modified by DHC after notice is given to Resident pursuant to Part II, Section VII. C of this Lease. All maintenance and repair charges will be reviewed by the Site Manager. Resident shall also be charged for all allowable court costs and attorney fees associated with DHC's enforcement of this Lease.

C. Due Date and Application of Charges.

Charges and fees are due and payable and will automatically appear on Resident's account two (2) weeks after DHC gives written notice and advises Resident of the specific ground(s) for the charges and/or fees. The notice will advise Resident of the right to request a grievance hearing if the charges and/or fees are in dispute.

All moneys paid by Resident to DHC will be credited to the oldest charge(s) whether they are rent or non-rent charges.

D. Exemptions from Minimum Rent Charge.

DHC has established \$50.00 as minimum rent. An exemption may be granted if a Family believes the imposition of minimum rent would create a financial hardship, which may include the following:

1. The Family has lost eligibility for or is awaiting an eligibility determination for a Federal, state, or local assistance program, including legal aliens entitled to receive assistance under the Immigration and Nationality Act;
2. The Family would be evicted because it is unable to pay the minimum rent;
3. The Family income is decreased because of changed circumstances, including loss of employment;
4. A death has occurred in the Family; or
5. Other situations as may be determined by DHC.

If a Family requests a hardship exemption and DHC reasonably determines the hardship is temporary, an exemption will not be granted. The Family may not be evicted during the ninety (90) day period beginning the month following the Family's

request. If DHC determines the financial hardship is long term, DHC will exempt the Family from the minimum rent so long as the hardship continues. DHC will conduct a recertification every ninety (90) days during the period the financial hardship exists.

If DHC determines either a temporary qualifying hardship exists or that no qualifying financial hardship exists, DHC will offer Resident a repayment agreement for any back rent owed from the beginning of the suspension of payment of the minimum rent. The repayment agreement, which must be signed by the head of household and co-head of household, shall require that the back rent be paid in six (6) equal installments and that failure to make timely payment is grounds for eviction.

II. SERVICES AND EQUIPMENT INCLUDED IN RENT

The monthly rent set forth in Part I, Section III. A of this Lease includes maintenance services for normal wear and tear, equipment and utilities furnished by DHC. As long as the Premises are habitable and DHC makes necessary repairs or improvements within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort from repairs or improvements to the Premises do not affect this Lease, reduce the rent, or constitute an eviction.

III. OCCUPANCY OF UNIT

Resident and Resident's household shall have the exclusive right to occupy the Leased Premises. Resident's guests or visitors may not stay overnight for more than fourteen (14) cumulative calendar days in a twelve (12) month period and visitors may not stay overnight more than seven (7) consecutive days in a twelve (12) month period. DHC consent is required to have a foster child or live-in aide residing on the Premises in order to assure that the dwelling size is adequate and/or live-in care is appropriate.

If the sole member of a household is permanently absent from the Premises, as defined in the ACOP, the Lease will be terminated.

IV. RECERTIFICATION OF RENT ELIGIBILITY FOR CONTINUED OCCUPANCY AND UNIT SIZE

A. Application for Continued Occupancy

At least once each year, and at other times as described in Interim Recertification below, Resident must complete an application for continued occupancy ("Recertification"). Upon completion, DHC will determine whether the Resident's rental rate should be changed, whether the unit size remains appropriate for the size and/or composition of Resident's household, and whether Resident is eligible for continued occupancy in accordance with DHC's Admissions and Continued Occupancy Policy and Federal law. Resident must provide accurate and current information concerning:

**DETROIT HOUSING COMMISSION DWELLING LEASE
PART II**

1. The number of people in Resident's household and information regarding their ages, gender, social security number and any other information required by DHC;
2. The source and amount of income received by or on behalf of everyone in Resident's household;
3. Any allowable deductions;
4. The names of individuals to be contacted in the event of an emergency;
5. Assets held in any Family member's name; and
6. Proof, as required by Federal law and DHC's Community Service and Self-Sufficiency Policy, that every adult member of the household has contributed eight (8) hours of community service per month within the community unless the adult member is exempt pursuant to DHC policy or has participated in an economic self-sufficiency program for eight (8) hours per month. Residents must also give semi-annual reports on compliance with the policy.

The annual Recertification will include a review of Resident's payment history, housekeeping inspection results, record of cooperation with DHC's pest control program, Community Service and Family Self-Sufficiency Policy compliance and all other Lease compliant behavior.

Failure by a Resident to accurately report required information or failure to appear for a scheduled Recertification or Interim Recertification within the time designated by DHC is a material violation of the Lease that may result in a retroactive rent increase, dating back to the time the increase would have been made, and/or eviction.

B. Interim Recertification.

The rental rate indicated in Part I, Section III. A of this Lease remains in effect for the period between Recertifications for continued occupancy unless any of the following occurs in which event DHC will perform an Interim Recertification:

1. There is any change in household composition, whether by birth, death, marriage, dissolution of marriage or other changed circumstances.
2. Resident begins receiving public assistance funds.
3. Resident stops receiving public assistance funds, unless a Family's income decreases because of the failure of any Family member to comply

**DETROIT HOUSING COMMISSION DWELLING LEASE
PART II**

with a condition under an assistance program that requires participation in a self-sufficiency program or a work activities requirement or because of fraud. In those cases, the amount of rent paid by the Family may not be decreased during the period of income reduction. For purposes of this exception, a reduction in benefits as a result of the expiration of a lifetime limit for a Family receiving welfare or public assistance benefits is not considered failure to comply with conditions under the assistance program requiring participation in a self-sufficiency program or a work activities requirement.

4. If, after any interim rent decrease, there is an increase in total household income.
5. There is a decrease in income that would lower the rent in accordance with applicable Federal rules and regulations.
6. Resident transfers from one DHC development to another.
7. The current rental rate was temporary because of the inability to accurately predict income for an annual period.
8. Resident switches from a flat rent to an income-based rent because of hardship. Hardship includes:
 - a. Decreased income due to loss or reduction in employment, death of a member of the household, or loss or reduction in income from other sources;
 - b. An increase in the amount the Family pays for medical costs, child care, transportation, education or similar items; or
 - c. Other situations determined by DHC.
9. Under specific circumstances, DHC is permitted to disregard certain income when calculating Resident's rental rate.
 - a. The rent of a Family, as the word "Family" is described in Section 508(d)(3) of the Quality Housing Work Responsibility Act of 1998, may not increase for twelve (12) months if the income is a result of:
 - i. Employment of a Family member who was previously unemployed for one (1) or more years;
 - ii. Participation of a Family member in any Family self-sufficiency or other job training program; or
 - iii. Increased earned income for persons who received assistance under a state program for temporary assistance for needy families funded under part A of

**DETROIT HOUSING COMMISSION DWELLING LEASE
PART II**

Title IV of the Social Security Act within the prior six (6) months.

- b. After twelve (12) months, if the above income continues, the rent may be increased by no more than half (50%) of what the increase would be if this section did not apply.
- c. A Family whose earned income increases due to the participation of a Family member in any Family self-sufficiency or other job training program, where the Family member began participation prior to October 1, 1999, shall be subject to 24 CFR Sec 5.609(c)(13) as it existed in the Code of Federal Regulations prior to March 29, 2000. Under this regulation, the increased income will be disregarded for the period of training and for the first 18 months of the job procured after completion of the training if the program:
 - i. Is authorized by a Federal, state or local law;
 - ii. Is funded by Federal, state, or local law;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.

Any change in income or Family composition must be reported, in writing, to DHC within fourteen (14) calendar days of the change. Failure to timely report a change is a material violation of this Lease and DHC may take legal action to terminate this Lease.

C. Cooperation with Verification Process

Resident shall comply with DHC in verifying the information required for Recertification. Resident's failure or refusal to cooperate with DHC's verification of information may result in termination of the Lease.

If Resident receives an "income discrepancy" letter from HUD, Resident shall disclose the original of the letter to DHC within fourteen (14) calendar days of receipt. Once the letter is disclosed to DHC, the Resident will have thirty (30) calendar days to provide any information required by DHC to investigate the alleged income discrepancy. Failure to timely disclose the letter to DHC or to provide the requested follow up information may result in a termination of the Lease.

Failure of the Resident to timely provide the social security number of a Family member to DHC may result in a termination of the Lease.

If Resident fails to appear for a second recertification appointment and has not rescheduled or made prior arrangements, DHC may terminate the Lease.

D. Transfer.

DHC shall give notice prior to requiring that Resident relocate to another unit that is decent, safe and sanitary and is an appropriate size to permit compliance with DHC's Occupancy Standards and Admissions and Continued Occupancy Policy. Notice will be given under the following circumstances:

1. If there is a required change in the size of unit needed;
2. If DHC determines that the Premises is otherwise inappropriate for the household size or composition, e.g., a unit modified to accommodate disabled persons is currently occupied by a household without disabled persons; or
3. If DHC, in its sole discretion, determines that the Premises requires substantial repairs or is scheduled for modernization or is not in a decent, safe and sanitary condition.

If Resident is voluntarily housed in a larger unit than required based on Family size and is later required to transfer to a smaller unit, Resident is responsible for all expenses related to the move.

If Resident is required to transfer from a unit equipped to accommodate persons with disabilities and Resident and no member of Resident's household needs such a unit, Resident is responsible for all expenses related to the move.

In the event that DHC determines that Resident must transfer, DHC shall notify Resident of the new unit's availability. Upon receipt of the notification, DHC shall give Resident thirty (30) days from the date of notification to transfer. If Resident fails to move as required by DHC, it is a material violation of this Lease and DHC may take legal action to terminate this Lease.

E. Grievance Policy

Resident may request an explanation of DHC's decisions. If Resident does not agree, except for those grievances concerning non-payment of rent or violation of the One Strike Policy, Resident has the right to request a hearing under the Grievance Policy in effect at the time the grievance arises.

V. OBLIGATIONS AND RIGHTS OF PARTIES

A. DHC

DHC has the following obligations and rights under this Lease:

1. General.

- a. Repair and maintain the unit, equipment and appliances, common areas and facilities in decent, safe and sanitary condition.
- b. Comply with applicable building codes, housing codes and HUD regulations materially affecting health or safety.
- c. Keep development buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition.
- d. Maintain electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by DHC, in good, safe working order and condition.
- e. Provide and maintain appropriate receptacles and facilities, except containers for the exclusive use of the Resident's Family, for the deposit of ashes, garbage, rubbish and other waste removed from the Resident's Premises.
- f. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, according to local custom and usage, in compliance with applicable Federal regulations, state law and local ordinances.
- g. Thoroughly clean the Premises, as necessary, before the transfer of Resident from one unit to another and before a new Resident moves in.
- h. Offer Resident a replacement unit, if available, if the condition of Resident's Premises is hazardous to the life, health or safety of the occupants and the condition is not corrected within a reasonable time. Rent will be abated in proportion to the seriousness of the damage and loss in value of the Premises if repairs are not made within a reasonable time or standard alternative accommodations are not provided in accordance with this paragraph, except that no abatement of rent will occur if Resident rejects the standard alternate accommodation or if the damage was caused by Resident, Resident's household members or guests.
- i. Give Resident reasonable notice of what certification, release, information or documentation is required, including the date by which it must be given to DHC.
- j. Notify Resident of the specific grounds for any proposed adverse action by DHC and, if applicable, the procedure for a grievance concerning a proposed adverse action.

k. Respond to and satisfy Resident's damage claims, pursuant to DHC's Damage Claim Policy.

2. Inspections

a. Initial. DHC and Resident will inspect the Premises prior to occupancy by Resident. DHC will give Resident a written statement of the condition of the Premises and the equipment provided within the Premises. The statement will be signed by DHC and Resident and a copy placed in Resident's file.

b. Routine. DHC will inspect the Premises ninety (90) days after Resident moves in to conduct an interim housekeeping inspection to ensure the Resident Family has acclimated itself to DHC's housekeeping standards. Annual housekeeping inspections will be conducted by DHC staff in accordance with HUD and DHC inspection procedures.

c. Termination. When Resident moves out, DHC will inspect the Premises. Resident and/or a designated representative may participate in the final inspection unless Resident vacated the Premises without notice.

3. Right to Entry.

a. Reasonable Notice. Resident agrees that, upon reasonable notification, an authorized agent, employee, or representative of DHC is permitted to enter Resident's Premises to perform routine inspections and maintenance, make improvements or repairs or show the Premises for releasing. A written notice stating the reason for the entry delivered to the Premises at least 48 hours before entry is considered reasonable advance notification.

b. Without Notice. DHC has the right to enter Resident's Premises at any time without advance notification if DHC reasonably believes an emergency exists. If Resident or any adult member of the household is not home at the time of entry, DHC will leave a written notice giving the date, time and purpose of entry before leaving the Premises.

4. Establish and Implement Policies

a. General Requirement. DHC shall establish necessary and reasonable policies in order to provide decent, safe and sanitary housing for its Residents. Policies may be established from time to time, including but not limited to, a Schedule of Resident Charges,

an Admissions and Continued Occupancy Policy, a Grievance Policy, a One Strike Policy, a Pet Policy and other policies promulgated by DHC. All existing and future policies are incorporated into this Lease by reference and will be conspicuously posted in the development's Management Office with copies provided upon request. Violation of DHC policies may result in termination of the Lease or failure of DHC to renew a Resident's Lease. Policies may be modified at DHC's discretion. Changes in policies which affect Resident's obligations under this Lease can only be implemented after notice is given as stated in Section VII. C of this Lease.

b. One Strike Public Housing Statement. DHC shall implement a One Strike Policy designed to create and maintain a safe and drug-free community and keep Residents and employees free from threats to their personal and Family safety. DHC enforces "zero tolerance" for illegal drug use and criminal activity by Residents, household members and guests. Failure of a Resident, household member or guest to meet these obligations constitutes a material violation of the Lease and is grounds for eviction of the entire household. DHC will seek expeditious eviction of those persons and families involved in criminal and drug activities on the first occurrence.

5. Right to Remove Resident's Property

Resident agrees to remove all furniture and other personal property pursuant to the state law ("Property") from the Premises immediately upon termination of the Lease. Property left on the Premises will be deemed abandoned. DHC may enter the Premises and remove Resident's possessions, without liability, in the case of voluntary termination. A bailiff may enter the Premises and remove Resident's property in the case of judicial termination of the Lease. Resident is responsible for all costs incurred by DHC for removal of property either as a result of voluntary or judicial Lease termination.

B. Resident, Household Members and Guests

The Resident has the following obligations and rights under this Lease:

1. General

Resident, household members and guests or others whom the Resident controls, must comply with DHC rules. Resident is responsible for all acts committed by household members, guests or others whom the Resident controls and for requiring compliance with the following:

**DETROIT HOUSING COMMISSION DWELLING LEASE
PART II**

- a. Not to provide housing accommodations for boarders or lodgers, i.e., those who are not members of Resident's household.
- b. Not to assign the Lease, sublease or abandon the Premises.
- c. To use the Premises solely as a private dwelling for the Resident and the Resident's household, as identified in this Lease, and not to permit its use for any other purpose.
- d. To ask for consent of DHC before engaging in any profit making activities on the Premises and to comply with DHC's Incidental Profit Making Activities Policy.
- e. To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes.
- f. To keep the Premises and other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition.
- g. Not to alter, repair or redecorate the interior of the Premises or install additional equipment or major appliances without the prior, written consent of DHC.
- h. Not to change locks, install new locks or anti-theft devices without DHC's prior, written consent. If permission is granted to change the locks, install new locks or anti-theft devices, Resident must provide DHC with a key within ten (10) days otherwise DHC will re-key the lock and charge the Resident. Also, if DHC does not timely receive a key from the Resident and DHC must enter the Premises on an emergency basis, DHC will charge the Resident for damages or expenses incurred.
- i. To dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
- j. To obtain and maintain utility service to the Premises, if utilities are not provided by DHC, and to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- k. To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises or the development.
- l. To comply with DHC's Pet Policy if Resident desires to keep, maintain, harbor, or board a pet of any nature on the Premises. Resident must obtain written permission from DHC prior to having a pet and must maintain each pet responsibly and in accordance with applicable state and local public health, animal control and anti-cruelty laws and regulations.
- m. To notify DHC promptly of unsafe conditions and/or the need for repairs of the Premises, common areas or grounds;

**DETROIT HOUSING COMMISSION DWELLING LEASE
PART II**

- n. To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the Premises or to the development, including damages to buildings, facilities or common areas, caused by Resident, a member of Resident's household or guest.
- o. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and which will be conducive to maintaining the development in a decent, safe and sanitary condition. A disturbance includes, without limitation, playing loud music.
- p. Not to allow banned persons to visit the Premises.
- q. Not to willfully fail or refuse to have a photograph taken for the purposes of the issuance of a Photo ID or to produce the Photo ID upon the request of DHC management or staff or an authorized DHC agent..
- r. Not to allow litter to remain outside the Resident's Premises in violation of the outdoor Trash and Litter Policy.
- s. To comply with DHC's Pest Control Policy.
- t. To accept DHC's offer of a Lease revision after a sixty (60) day notice to the Resident of the offer of the revised Lease.
- u. (1) To assure that no Resident, household member or guest engages in:
 - (i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the development; or
 - (ii) Any drug-related criminal activity on or off the premises;
- (2) To assure that no other person under the Resident's control engages in:
 - (i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents; or
 - (ii) Any drug-related criminal activity on the premises.
- (3) To assure that no member of the Resident's household:
 - (i) Engages in an abuse of or pattern of illegal use of drugs or a pattern of alcohol abuse that affects the health, safety, or right to peaceful enjoyment of the premises by other Residents or DHC employees;

**DETROIT HOUSING COMMISSION DWELLING LEASE
PART II**

- (ii) Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers; or
- (iii) Is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole Imposed under Federal and state law.

Any violation of this subsection u. is a material violation of the Lease and shall be cause for termination of the Lease and eviction from the Premises.

- v. Not to have repeated chronic late payment of rent defined as late payment three (3) times within a twelve (12) month period.
- w. To comply with the Non-Citizen Rule requirements.
- x. To abide by necessary and reasonable rules made by DHC.
- y. To pay all allowable court costs and attorney fees associated with DHC's enforcement of this Lease.
- z. Not to allow banned persons to visit the Premises.
- aa. Not to willfully fail or refuse to have a photograph taken for the purposes of the issuance of a Photo ID or to produce the Photo ID upon the request of DHC management or staff or an authorized DHC agent.
- bb. Not to allow litter to remain outside the Resident's Premises in violation of the Outdoor Trash and Litter Policy.
- cc. To comply with DHC's Pest Control Policy.
- dd. To accept DHC's offer of a Lease revision after a sixty (60) day notice to the Resident of the offer of the revised Lease.
- ee. Not to engage in the following:
 - 1) Littering;
 - 2) Burning refuse;
 - 3) Setting bulk items out early;
 - 4) Mixing commercial refuse with domestic refuse;
 - 5) Using unapproved storage containers; or
 - 6) Failing to remove trash can from curbside.
- ff. To pay citations issued by DHC for failure to comply with DHC policies and/or issued by local law enforcement authorities for failure to comply with local code requirements.
- gg. To maintain the lawn, sidewalks and driveways in conformance with local requirements related to lawn care and snow removal at scattered site homes.

- hh. To advise DHC when Resident will be absent from the unit for fourteen (14) calendar days or more.
- ii. Not to repeatedly fail housekeeping inspections.

Resident's obligations under this Section B.1. are material provisions of this Lease.

2. Community Service and Self-Sufficiency Requirement.

Resident understand that every adult member of Resident's household must contribute eight (8) hours per month of:

- (1) community service (not including political activities);
- (2) participation in an economic self-sufficiency program; or
- (3) combined community service and economic self-sufficiency activities.

The following adults are exempt from the community service and economic self-sufficiency requirement:

- (1) 62 years of age or older;
- (2) blind or disabled and unable to comply with this section, or a primary caretaker of such individual;
- (3) engaged in work activity defined in Section 407(d) of the Social Security Act;
- (4) meets requirements for being exempt from work under the State of Michigan program under Title IV of the Social Security Act or other Michigan welfare or welfare-to-work program; or
- (5) is in a Family receiving state or Federal assistance and has not been found by the state or other administering agency to be in noncompliance with the program.

3. Provide Notification to DHC Regarding Hazardous Defects.

a. Duty to Notify

Resident shall immediately notify DHC of circumstances which create conditions that are hazardous to the life, health or safety of household members. DHC is responsible for repair of the Premises within a reasonable time, provided that if the damage was caused by Resident, household members or guests, the cost of the repairs will be charged to Resident. DHC will offer alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time.

b. Rent Abatement

Provisions will be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made within a reasonable time or DHC is not able to offer

alternative accommodations. An abatement must have DHC approval. Rent will not abate if Resident rejects alternative accommodations or if the damage was caused by the Resident, household members, or guests. If Resident files a grievance, Resident must continue to pay rent until the grievance is decided in favor of Resident.

4. Provide Notification to DHC Regarding Change in Resident's Household.

Resident shall notify DHC, in writing, within fourteen (14) calendar days after a change in income or Family composition. Failure to timely notify DHC in writing is a material violation of this Lease and may result in termination of the Lease and eviction from the Premises.

5. Request for Reasonable Accommodations for Disability.

Resident may, at any time during the term of the Lease, request a reasonable accommodation for any member of Resident's household with a disability, including a reasonable accommodation to enable Resident to perform his/her responsibilities under the Lease. Resident must provide DHC with verification of the need for a reasonable accommodation.

6. Utilize Grievance Policy.

In response to DHC's notice of proposed adverse action, other than nonpayment of rent or violation of the One Strike Policy, Resident may request a hearing in accordance with DHC's Grievance Policy. All grievances will be processed and resolved pursuant to the Grievance Policy in effect at the time the grievance arises.

7. Utilize Damage Claim Policy.

Resident may submit claim(s) for property losses pursuant to DHC's Damage Claim Policy. DHC, in its sole discretion after investigation, will determine whether or not the claim is valid and the amount to be paid.

8. Victims of Domestic Violence.

If Resident was admitted to public housing as a result of a preference based on being a victim of domestic violence, once the abuser moves out of the unit she/he shared with the victim, if the Resident allows the abuser to return without prior, written DHC permission, the Resident's Lease may be terminated.

If the victim requests that the abuser be allowed to return and DHC provides prior, written approval for the abuser to reunite with the victim, the abuser will be removed from the Lease if an abusive behavior is demonstrated while a member of the household. If the victim refuses removal of the abuser, the victim's Lease may be terminated.

9. If Resident has no remaining Family member in the household and Resident will be confined to a hospital, nursing home or rehabilitation facility for more than six (6) months, Resident must provide a prognosis from a knowledgeable professional of the Resident's ability to return to his/her unit within twelve (12) months. Failure to comply with this requirement may result in the termination of Resident's Lease.

VI. TERMINATION OF LEASE

A. General

1. Resident.

This Lease may be terminated at any time by Resident by giving thirty (30) days written notice in the manner specified below. Resident agrees to surrender possession of and leave the Premises in clean and good condition, reasonable wear and tear excepted. Resident also agrees to return the keys to DHC and to provide DHC with a forwarding address.

2. DHC.

DHC shall not terminate or refuse to renew the Lease other than for serious or repeated violations of material terms of the Lease, including, but not limited to Resident's, (1) failure to make payments under the Lease, (2) failure to fulfill household obligations, (3) being over the income limit for the program, (4) or other good cause, which includes but is not limited to, (a) criminal activity or drug or alcohol abuse, (b) discovery, after admission into the public housing program, of facts that make the Resident ineligible, (c) discovery of material false statements or fraud by the Resident in connection with an application for assistance or with Recertification of income, or (d) failure of a Family member to comply with community service and self-sufficiency requirements.

DHC shall immediately terminate the tenancy if it determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of Federally assisted housing.

DHC may evict a Family when it determines that a household member is illegally using a drug or determines that a pattern of illegal drug alcohol use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

DHC will give the following written notice of Lease termination:

- a. Fourteen (14) days in the case of failure to pay rent.
- b. A reasonable period of time, not exceeding 30 days, considering the seriousness of the situation:

- (i) If the health or safety of other residents, DHC employees, or persons residing in the immediate vicinity of the premises is threatened;
 - (ii) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity (**NOTE:** per c. below, under Michigan law, DHC may provide a one (1) day notice if it files a police report alleging drug activity); or
 - (iii) If any member of the household has been convicted of a felony.
- c. Thirty (30) days in all other cases, except that if Michigan law allows a shorter notice period, the shorter notice period will apply.

3. Termination Notice(s).

A Notice to Quit/Termination of Tenancy to Resident will state specific grounds for termination, inform Resident of the right to make such reply as Resident may wish, and inform Resident of the right to examine documents relevant to the termination or eviction. The notice will also advise Resident of the right to a Grievance Hearing, where applicable, through the DHC Grievance Policy.

B. Abandonment.

If at any time during this Lease DHC believes, in good faith and after diligent inquiry, that Resident has abandoned the Premises because, among other things, Resident has been absent from the Premises for more than thirty (30) consecutive calendar days and has failed to notify DHC of his/her extended absence from the Premises, DHC may enter the Premises and remove Resident's possessions without liability. Resident shall be responsible for all costs incurred in connection with the removal.

C. Death of Resident.

In the event of a Resident's death, DHC shall secure the Premises and restrict access only to persons with authority from the Wayne County Probate Court giving them the legal right to enter the Premises and remove the decedent's personal property. After thirty (30) days, if the decedent's property is not removed from the Premises by a court appointed legal representative of the decedent's estate, DHC will inventory the decedent's personal property and store it at a storage facility for ninety (90) days. While the property is in storage, DHC shall continue to restrict access and prohibit removal of the property by anyone other than persons with authority as identified above. If after the ninety (90) day storage period, all or any of the decedent's personal property remains unclaimed, DHC will declare the property abandoned and may dispose of it.

VII. MISCELLANEOUS

A. Cumulative Rights.

Each and every one of the rights and remedies of DHC are cumulative and the exercise of any right or remedy does not waive DHC's other rights under the Lease or the law.

Delay or failure by DHC to exercise any right or remedy under this Lease, or the partial or single exercise of a right or remedy by DHC, does not constitute a waiver by DHC of any other right or remedy granted in this Lease.

B. Insurance.

DHC and Resident waive all rights of recovery against each other to the extent that payments for any loss or damage to the Premises, or for any loss of personal property, are made under any applicable insurance policy, whether the property is owned by DHC or Resident.

C. Lease and Policy Modifications.

DHC may, from time to time, modify policies referenced in this Lease, provided that, as required by Federal law, DHC provides thirty (30) days written notice to Resident, and the notice states the proposed modification, the reason(s) and is:

1. Delivered directly or mailed to Resident; or
2. Posted in at least three (3) conspicuous places within each structure or building in which the affected units are located, as well as in a conspicuous place at the development's Management Office, if any, or if none, a similar central location within the development.

Resident shall have an opportunity to present written comments, which will be taken into consideration by DHC prior to the adoption of the proposed modification. This provision does not apply to changes made as a result of the Recertification process referenced in Section IV of this Lease.

D. Entire Agreement.

This Lease, which consists of Part I and Part II, Terms and Conditions, is the entire agreement between Resident and DHC. No other verbal or written modifications are binding on the parties to this Lease unless written and signed by Resident and DHC. If any provision is held to be invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the

invalid, unlawful or unenforceable provision to persons or circumstances other than those for which it is held as such, will not be affected.

E. Legal Notice(s).

1. DHC's Responsibility.

Any notice to Resident required under this Lease, unless otherwise specified, may be delivered in writing to Resident personally or to an adult member of Resident's household residing on the Premises or may be sent by prepaid first-class mail properly addressed to Resident at the residence address contained in this Lease.

2. Resident's Responsibility.

Any notice to DHC must be in writing and must either be delivered in person to the Site Manager at the development's Management Office or be sent by prepaid first-class mail properly addressed to DHC at its principal business address as stated in this Lease.



Admissions and Continued Occupancy Policy Supplemental Policies

Presented by the
Detroit Housing Commission
1301 East Jefferson
Detroit, Michigan 48207
313-877-8000

TTY/TDD: 313-877-8500

Approved by the Board of Commissioners 4/13/2006 Effective 7/1/2006
Resolution # 1878



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STATEMENT OF POLICIES AND OBJECTIVES

A. Introduction

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Detroit Housing Commission ("DHC") staff shall be in compliance with DHC's Personnel Policies, any applicable union agreements and the Admissions and Continued Occupancy Policy ("ACOP"). The administration of DHC's Public Housing Program will also comply with the requirements of the Department of Housing and Urban Development ("HUD"). Such requirements include any Public Housing regulations, Handbooks, Guidebooks, applicable Notices, and all applicable Federal, State and local laws, including Fair Housing laws and regulations. Applicable Federal laws or regulations shall supersede provisions in conflict with these Supplemental ACOP Policies.

B. DHC Mission Statement

DHC's goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, DHC will:

- Recognize residents as its ultimate customer;
- Improve DHC management and service delivery efforts through effective and efficient management of DHC staff;
- Seek problem-solving partnerships with residents, community, and government leadership;
- Apply DHC resources to the effective and efficient management and operation of public housing programs.

C. DHC Objectives

These Supplemental ACOP Policies are designed to demonstrate that DHC is managing its program in a manner that reflects its commitment to improving the quality of housing available to its customers, and its capacity to manage housing in a manner that demonstrates its responsibility to the public trust. In addition,

these Supplemental ACOP Policies are designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining rent payments at an affordable level.
- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for its customers.
- To avoid concentrations of economically and socially deprived families in any one or all of DHC's public housing developments.
- To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to DHC employees.
- To attempt to have a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in DHC's jurisdiction.
- To provide opportunities for upward mobility of families who desire to achieve self-sufficiency.
- To facilitate the judicious management of DHC inventory and the efficient management of DHC staff.
- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that admissions and continued occupancy are conducted without regard to race, color, religion, sex, national origin, disability or familial status.

CUSTOMER SERVICE POLICY

The Detroit Housing Commission (“DHC”) is committed to providing a high level of customer service in the administration of its public housing program.

Applicants and Residents who are not satisfied with the level of services provided by DHC staff at any time are encouraged to file a written complaint at DHC’s Central Office located at 1301 East Jefferson, Detroit, Michigan 48207. You may wish to contact us directly by phone during normal business hours from 8:30 a.m. to 4:30 p.m. at (313) 877-8639, TDD/TTY telephone number is (313) 877-8500.

HOUSEKEEPING STANDARDS POLICY

The Detroit Housing commission ("DH") shall, at least annually, conduct a housekeeping inspection of all of its dwelling units. The following housekeeping standards apply to all DHC dwelling units:

A. Inside Unit

1. General

- a. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Floors: should be clean, clear, dry and free of hazards,
- c. Ceilings: should be clean and free of cobwebs.
- d. Windows: should be clean and not nailed shut. Shades and blinds should be intact.
- e. Woodwork: should be clean, free of dust, gouges, or scratches.
- f. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g. Heating units: should be dusted and access uncluttered.
- h. Trash: shall be disposed of properly and not left in the unit.
- i. Entire unit: should be free of rodent or insect infestation.

2. Kitchen

- a. Stove: should be clean and free of food and grease.
- b. Refrigerator: should be clean. Freezer door should close properly and freezer should have no more than one (1) inch of ice.
- c. Cabinets: should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- d. Exhaust fan: should be free of grease and dust.
 - e. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - f. Food storage areas: should be neat and clean without spilled food.
 - g. Trash/garbage: should be stored in a covered container until removed to the disposal area.
3. Bathroom
- a. Toilet and tank: should be clean and odor free.
 - b. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
 - c. Lavatory: should be clean.
 - d. Exhaust fans: should be free of dust.
 - e. Floor: should be clean and dry.
4. Storage areas
- a. Linen closets: should be neat and lean.
 - b. Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
 - c. Other storage areas: should be clean, neat and free of hazards.

B. Outside the Unit

- 1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- 2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- 3. Steps (front and rear): should be clean and free of hazards.
- 4. Storm doors: should be clean, with glass or screens intact.

5. Sidewalks: should be clean and free of hazards.
6. Parking lot: should be free of abandoned vehicles. There should be no vehicle repairs in the lots.
7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts and flammable materials.

PHOTO IDENTIFICATION POLICY

The Detroit Housing Commission ("DHC") will issue official photo identification cards ("Photo ID") to all of its Residents of public housing 12 years or older ("Resident"), as well as nay Live-in Aides, for the safety and security of DHC Residents and employees.

DHC will issue all Residents a Photo ID at the time of Lease execution or at the time a Resident requiring a Photo ID under this policy is added to the Lease. DHC will also issue a Photo ID to a Live-in Aide at the time of approval by management for the Resident to have a Live-in Aide. Upon separation of services for the Resident or if the Resident moves out, the Live-in Aide must turn in the Photo ID to the managers office. **Note:** The provision of a Photo ID to a Live-in Aide does make the Live-in Aide a DHC Resident.

Minors shall have a photograph taken for the Photo ID at the recertification immediately before the minor's 12th birthday. Minors shall have a photo taken every three (3) years at recertification until they reach the age of 18.

The Photo ID will be imprinted with the photograph, name and unit identification number. All Residents and Live-in Aides shall carry their Photo ID with them at all times while on DHC property.

Residents and Live-in Aides shall immediately report the loss of a Photo ID to DHC personnel or an authorized DHC agent. A replacement card will be issued and a fee of \$5.00 will be assessed.

The Photo ID must be displayed or surrendered upon request of DHC management or staff, or local law enforcement officers, or an authorized DHC agent.

Upon the cessation of DHC residence, all Photo IDs must be turned into the rental office as part of the move out procedures. If a household fails to turn over any member of the household's photo ID, a fee of \$5.00 per card will be assessed.

Willful failure or refusal to have a photograph taken for the purposes of issuance of a Photo ID or to produce the photo ID upon the request of DHC management or staff or an authorized DHC agent is a material breach of the Lease and may result in termination of the Lease.

DHC's properties are the following sites/buildings/locations:

State Fair
Riverbend

Douglass Homes
Forest Park

Diggs Homes
Warren West

Sheridan I & II
Sojourner Truth
Harriet Tubman

Smith Homes
Brewster Homes
Jeffries East

Charles Terrace

Scattered Sites, as well as any mixed-financed properties, are exempt from this policy.

When a Resident or Live-in Aide arrives at a DHC property without the Photo ID, he/she will be assisted by either a DHC employee or an authorized DHC agent.

If the individual states that he/she has forgotten his/her card, DHC employee or authorized DHC agent will ask for another government issued photo identification card or passport. DHC employee or authorized DHC agent will check the name against the current DHC roster of family members, and if the identification is verified, will permit access to DHC property. If DHC personnel or the authorized DHC agent is unable to verify tenancy via the list, entry will be denied and the unidentified individual will be instructed to report to the rental office during normal business hours to gain access to the property.

If an individual leaves the Photo ID in his/her vehicle, she/he will be instructed to return to the vehicle and retrieve the card before being allowed access to DHC property. If the individual is unable to retrieve the card, she/he will be denied access to the property.

OUTDOOR TRASH AND LITTER POLICY

For scattered site homes and row houses, Resident shall be responsible for maintaining the area in front of and in the rear of their assigned units. These areas must be free of all trash and litter, including leaves. Resident shall be responsible for maintaining the area in front of the unit which starts at the front entry door to the middle of the street or courtyard. The area to maintain in the rear of the unit starts at the rear entry door to the middle of the street (alley) or courtyard. Any lawn areas or sidewalks next to the assigned units are not to be used as storage for trash. This includes but is not limited to old tires, bicycles, automobile parts and furniture.

Pursuant to DHC's Schedule of Resident Charges, failure to maintain the Resident's assigned area by allowing litter and/or trash to remain will result in an initial fine of \$54 for the first offense. The second offense will result in a \$74 fine. Any occurrences after the second offense will result in termination of the Lease.

Trash containers are not to be put out until after 5:00 p.m. pick-up and returned to the unit by 9:00 p.m. the day after the trash is picked up. All trash put in the containers must be in a bag.

DHC will provide bulk trash pick up in its developments but not at its scattered site homes.

Residents in all high-rise buildings shall keep the area in front of their entry door free of debris and litter. Failure to comply will result in the aforementioned fines.

REASONABLE ACCOMMODATION POLICY

A. Policy Statement

The Detroit Housing Commission (“DHC”) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of DHC’s programs, services and activities. Therefore, if an individual with a disability requires a reasonable accommodation such as an accessible feature or modification to a DHC policy, DHC will provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the program, an undue financial or administrative burden, or a direct threat.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

DHC will post a copy of this Reasonable Accommodation Policy in its Central Administrative Offices, the offices of its private management companies, and the management office in each development. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy, upon request, from DHC’s Section 504/ADA Coordinator.

B. Legal Authority

DHC is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act of 1968, as amended (Fair Housing Act), the Architectural Barriers Act of 1968, and the respective implementing regulations for each statute.

C. Monitoring and Enforcement

DHC’s Section 504/ADA Coordinator is responsible for monitoring DHC’s compliance with this policy. Individuals who have questions regarding this policy, its interpretation or implementation should contact DHC’s Section 504/ADA Coordinator in writing, by telephone or by appointment, as follows:

Office of the 504/ADA Coordinator

1301 E. Jefferson
Detroit, Michigan 48207
(313) 877-8639

D. Staff Training

The Section 504/ADa Coordinator will ensure that all appropriate DHC staff receives annual training on the Reasonable Accommodation Policy including all applicable Federal, state and local requirements regarding reasonable accommodation.

E. Requesting a Reasonable Accommodation

An applicant with a disability may request a reasonable accommodation at any time during the application process. A Resident with a disability may request a reasonable accommodation at any time. Individuals may submit their reasonable accommodation request in writing, orally, or by any other equally effective means of communication. However, DHC will ensure that all reasonable accommodation, DHC will assist the individual in completing the request.

F. Disability Defined

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in the definition, the phrase "physical or mental impairment" includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
 - a. Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genital-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as a mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - a. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” mean functions such as caring for ones self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

G. Examples of Reasonable

Reasonable accommodation methods or actions that may be appropriate for a particular individual may be found to be inappropriate for another individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Examples of reasonable accommodations may include, but are not limited to:

1. Making a unit, part of a unit or public and common use elements accessible for the head of household or a household member with a disability who is on the Lease.
2. Permitting a family to have a service or assistance animal necessary to assist a family member with a disability.
3. Allowing a live-in aid to reside in an appropriately sized DHC unit.
4. Transferring a Resident to an appropriate.
5. Issuing a Housing Choice Voucher,
6. Making documents available in large type, computer disc or Braille.
7. Providing qualified sign language interpreters for applicant or Resident meetings with DHC staff or at Resident meetings.
8. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment; or
9. Permitting an outside agency or family member to assist a Resident or an applicant in meeting screening criteria or meeting essential lease obligations.

H. Processing of Reasonable Accommodation Request

DHC will provide the "Request for Reasonable Accommodation", ("Request Form"), to all applicants or Residents with disabilities who request a reasonable accommodation. The Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

1. DHC will provide all applicants with the Request Form as an attachment to the DHC application. Upon request, the Request Form must be provided in an alternative format.
2. Reasonable accommodations will be made for applicants during the application process. All applications will be taken in an assessable location. Upon request, applications will be made available in accessible formats and appropriate auxiliary aids and services, including qualified sign language interpreters, will be made available.
3. DHC will provide all Residents with the Request Form during the annual re-certification and upon request. DHC will provide the Request Form in an alternate form upon request.
4. Residents seeking accommodation(s) may contact the Site Manager. In addition, Residents may also contact the Section 504/ADA Coordinator's office directly to request an accommodation. Residents residing in DHC developments managed by private management companies are to make their requests for reasonable accommodation to the private management company which will be responsible for responding to the request.
5. Within five (5) business days of receipt, the Site Manager will forward the Resident's reasonable accommodation request and supporting documentation, if any, to the Section 504/ADA Coordinator. The Site Manager shall also submit a recommendation on whether the request should be approved or denied.
6. Within ten (10) business days of receipt, the 504/ADA Coordinator will acknowledge receipt of the Resident's Request to the Resident.
7. If additional information or documentation is required, the Section 504/ADA Coordinator will notify the Resident, in writing, of the need for additional information or documentation. The Section 504/ADA Coordinator will provide the Resident with a "Request for Information or Verification form" (Request for Information). The written notification will provide the Resident with a reply date for submission of the outstanding information or documentation.

8. Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, the Section 504/ADA Coordinator will provide written notification to the Resident of the decision to approve or deny the Resident's request(s). Upon request, the written notification will be provided in an alternate format.
9. If the Section 504/ADA Coordinator approves the accommodation request(s), the Resident will be notified by the Site Manager of the projected date for implementation.
10. If the accommodation is denied, the Resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the Resident with information regarding DHC's Grievance Policy.
11. All requests that have been approved by the 504/ADA Coordinator will be forwarded to the appropriate Site Manager for implementation. All approved requests for reasonable accommodation will be promptly implemented or will promptly begin the process of implementation.

I. Verification of Reasonable Accommodation Request

DHC may request documentation of the need for a reasonable accommodation. In addition, DHC may request that the requester provide suggested reasonable accommodations.

DHC may verify a requester's disability only to the extent necessary to ensure that the requester has a disability based need for the requested accommodation. However, DHC may not require the requester to disclose confidential medical records in order to verify a disability. In addition, DHC may not require specific details regarding the requester's disability. DHC may only request documentation to confirm the disability based need(s) for the requested reasonable accommodation(s). DHC may not require individual's disability(ies).

The following may provide verification of a requester's disability and the need for the requested accommodation(s):

1. Physician;
2. Licensed health professional;
3. Professional representing a social service agency; or
4. Disability agency or clinic.

J. Denial of Reasonable Accommodation Requests

Requested accommodation will not be approved if any of the following would occur as a result:

1. A violation of State and/or federal law.
2. A fundamental alteration in the nature of DHC's public housing program.
3. An undue financial and administrative burden on DHC.
4. A structurally infeasible alteration; or
5. An alteration requiring the removal or alteration of a load-bearing structural member.
6. In exceptional cases, where DHC has provided a Housing Choice Voucher as a reasonable accommodation, DHC may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the fair market rent, provided the requester provides the appropriate supporting documentation.

K. Service or Assistance Animals

Residents of DHC with disabilities are permitted to have assistance animals if the animals are necessary as a reasonable accommodation for their disabilities. DHC Residents or applicants who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with this policy. Assistance animals are not subject to the requirements of DHC's Pet Policy.

L. Right to Appeal/Grievance Process

1. A Resident or applicant may file a complaint pursuant to DHC's Grievance Policy following a formal determination by the Section 8 540/ADA Coordinator.
2. A Resident or applicant may, at any time, exercise their right to appeal a DH decision through the local HUD office or the U.S. Department of Justice.

Fair Housing and equal Opportunity Office
477 Michigan Avenue
Detroit, Michigan 48226

(313) 226-7900
TTY (313) 226-6899

ONE STRIKE POLICY

The Detroit Housing Commission ("DHC") fully endorses and implements a "One Strike, You're Out" Policy designed to create and maintain a safe and drug-free community and keep Residents and DHC employees free from threats to their personal and family safety. Obeying the law and abstaining from illegal criminal and drug activities are conditions upon which DHC Residents agree as part of their residency in public housing. Failure of a Resident or other family members living in the household, or visitors or guests, to meet these obligations constitutes a violation of a Resident's Lease and is grounds for eviction.

A. Administration and Screening of Applicants

All screening and eviction procedures shall be administered fairly and shall not discriminate on the basis of race, color, national origin, religion, age, sex, familial status, or disability and shall not violate a Resident's right to privacy. This policy shall be posted in each development and administrative office and shall be readily available to any Resident or Applicant upon request.

DHC will screen applicants thoroughly and fairly in an effort to prevent drug-related and other criminal activity that pose a threat to the health and safety or right to peaceful enjoyment of the premises by other Residents or DHC employees. The screening will apply to all members of the household who are 18 years of age or older. If information is revealed in a criminal history record that would cause DHC to deny housing to the applicant or a member of his/her household, DHC will provide a copy of the record to the person for whom the record was received. If the information is disputed, the person shall be given an opportunity for an informal hearing as outlined in the ACOP.

Evidence of drug-related or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other Residents or DHC employees shall be considered grounds for denial of housing. Reasonable cause to believe that a person's pattern of alcohol abuse would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other Residents or DHC employees shall also be considered grounds for denial of housing. DHC may waive its policy of prohibiting admission if the applicant demonstrates to DHC's satisfaction that he/she is no longer engaging in the illegal use of a controlled substance or abuse of alcohol and has either successfully completed a supervised rehabilitation program, has otherwise been successfully rehabilitated or is currently participating in a supervised rehabilitation program.

If, at any time during occupancy, DHC has reasonable cause to believe that a household member is engaging in drug-related or other criminal activity which

would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other Residents or DHC employees, DHC may run a subsequent criminal check on that household member. DHC will also order a criminal history on any individual 18 years or older who is added to the Lease after initial occupancy.

Persons evicted from any public housing assistance program because of drug-related criminal activity are ineligible for admission to public housing for a three (3) year period beginning the date of the eviction. This may be waived if the applicant or a member of his/her household demonstrates successful completion of a rehabilitation program approved by DHC or the circumstances leading to the eviction no longer exist (for example, the individual involved in drugs is no longer a household member because of incarceration).

Evidence that an applicant or a member of his/her household is subject to a lifetime registration requirement under a state sex offender registration program shall be grounds for denial of housing. Evidence that any household member has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing shall be grounds for permanent denial of housing.

All criminal records received will be maintained confidentially and while needed, will be housed in a locked file with restricted access. Misuse of the above information by any DHC employee will be grounds for termination of employment and may subject the employee to legal penalties. The criminal history reports shall be destroyed as soon as the Applicant is housed or upon completion of the hearing or due process procedures once a final determination is made.

B. Evictions

The Provisions of this One Strike Policy shall also be reflected in the terms and conditions of the Lease. DHC will enforce this One Strike Policy with zero tolerance for drug-related and/or other criminal activity. The entire household may be evicted if there is a violation of this policy. The following activities shall be grounds for termination of the Lease and eviction through the judicial process:

- a. The Resident's failure to ensure that no household member of guest engages in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the development; or
 - ii. Any drug-related criminal activity on or off DHC premises.

- b. The Resident's failure to ensure that no person under the Resident's control:
 - i. Engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents' or
 - ii. Engages in any drug-related criminal activity on the premises.
- c. The Resident's failure to ensure that no member of the household engages in a pattern of illegal use of drugs or a pattern of alcohol abuse that affects the health, safety, or right to peaceful enjoyment of DHC premises by other Residents or DHC employees.
- d. DHC discovers that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of Federally assisted housing.

Since eviction is a civil, not a criminal matter, and a criminal conviction or arrest is not necessary in order to evict a household, DHC must only produce evidence sufficient to justify good cause for the eviction.

DHC's Grievance Policy does not apply to any activity which falls under this policy.

PEST CONTROL POLICY

The Detroit Housing Commission ("DHC") and its Residents must exert best efforts to ensure a clean and healthy living environment throughout all DHC developments. These efforts must include effective pest control of roaches, other insects, mice and other vermin. The following policies and practices are intended to mutually achieve effective pest control throughout DHC developments.

A. General Cleanliness

DHC will exert best effort to ensure that the grounds, common areas and community facilities are clean and free of any garbage or debris that would attract or provide a food source for insects or vermin. Areas in and around garbage dumpsters and litter containers and community facilities in which food is served will be give special attention.

Residents must exert best efforts to keep individual units clean and free of any garbage or debris that would attract or provide a food source for insects or vermin. Residents are also urged to report any knowledge of site conditions that would attract pests or of actual infestation of roaches, other insects, mice and other vermin. Residents are also encouraged to urge their neighbors to assist in keeping site grounds, common areas and public facilities as clean as possible by placing litter and non-housing garbage in proper containers.

B. Monthly Extermination

DHC will conduct monthly extermination of all units, common areas, basements and building exteriors. The extermination will be done by a DHC employee or contractor that is licensed by the State to perform the extermination work. Regular extermination schedules will be established by Site Managers.

Residents must either be home or make arrangements to have someone else at their home during the scheduled extermination will be done by a DHC employee or contractor that is licensed by the State to perform the extermination work. Regular extermination schedules will be established by Site Managers.

Residents must either be home or make arrangements to have someone lese at their home during the scheduled extermination times and must clear out areas which need special extermination treatment, such as kitchen and bathroom cabinets. If a Resident cannot comply with this requirement, the Resident must make special arrangements with the Site Manager, in advance of their scheduled

extermination, to ensure timely extermination. Within reasonable staffing and cost limitations, DHC will try to accommodate special circumstances.

C. Special Exterminations

DHC will periodically conduct extensive exterminations to better control persistent infestation problems and vulnerable areas, and to respond to special emergent circumstances, such as nearby construction which tends to drive mice and vermin from existing burrows into nearby properties. These special treatments will be conducted by either licensed DHC staff and/or contractors.

Residents are urged to inform the Site Manager of particular problem areas and of changed conditions that may require special pest control treatment.

D. Condition Evaluation

DHC will include pest control observations during all unit inspections, during the completion of work orders as well as conduct periodic Resident surveys to find out if Residents believe its policies and practices are effective.

Residents are urged to inform unit inspectors and other DHC staff of any infestation problems and to report to DHC Resident surveys.

E. Enforcement

DHC has included compliance with this policy as part of the Lease in order to ensure a healthy living environment. Violations of this policy will result in Notices to Cease and, if they persist, appropriate remedial action in court.

F. Technical Elements and Assistance

DHC will periodically review and update its pest control policy and training practices.

DHC will use alternating methods of insect extermination, for example, chemical spraying, and "combat", in order to offset insects' formidable capacity for capacity for adaptability and immunity to extermination substances. DHC will ensure that extermination chemicals are approved by State standards and, if safety warnings are required, that Residents are fully aware of these precautions.

DAMAGE CLAIM POLICY

The Detroit Housing Commission ("DHC") will treat each damage claim submission in a fair and equitable manner. Damage claims will be processed, to a maximum of \$1,500.00 per occurrence, for Residents who have sustained damage to their personal property due to the fault of DHC. Claims must be submitted within 180 days after the date the claim arose. Late claims will not be considered.

DHC is not responsible for and will not process claims related to fire, theft or similar losses which are not the fault of DHC. Residents are encouraged to purchase renters insurance to cover losses of that nature.

Residents must support a claim with appropriate documentation describing the item(s) damaged and the value of the item(s). If the Resident does not have documentation regarding the value of the item(s), the Resident may self-certify the value. However, the amount of payment for repair or replacement, if any, shall be determined solely by DHC after investigation. The payment amount will be based on receipts, age of the item(s) in question and negotiation with the Resident.

The Director of Asset Management will recommend approval or denial of a claim to the Executive Director. The Executive Director will recommend approval or denial of a claim to the DHC Board of Commissioners which has the final authority to approve or deny a claim.

CRIME TRACKING POLICY

The Detroit Housing Commission (“DHC”) encourages its Residents to assist in tracking and reporting crime by notifying the Site Manager of all calls made to the police.

DHC will cooperate with local law enforcement officials and local courts, implement screening processes and Resident eviction procedures, and meet goals under any HUD-funded drug prevention or crime reduction program. DHC will review its progress in these areas regularly through the compilation of periodic reports, generated at Lease semi-annually, with a fiscal year-end summary completed and submitted to DHC Board of Commissioners.

DHC will work cooperatively with State and local police departments. DHC will request that police: 1) promptly provide the Director of Asset Management with relevant incident report for timely eviction processing; 2) help DHC expedite drug identification in serious cases; and 3) prepare for cases as needed with DHC’s attorney. Police may also be present at eviction hearings involving criminal activity.

DHC will work cooperatively with local judges. Although DHC cannot communicate with judges concerning pending court actions, DHC can communicate with the court system regarding the need for evictions where the evidence shows serious Lease violations and the goal of DHC to provide drug and criminal free housing.

INCIDENTAL PROFIT MAKING ACTIVITIES POLICY

A. General Requirements

With the consent of the Detroit Housing Commission ("DHC") a Resident may use his/her dwelling unit for legal incidental profit making activities under the following conditions:

1. The unit shall remain the Resident's primary residence.
2. Business activities and the sales of items are to be conducted from the units. Erection of sheds, tables and/or stalls on the grounds is prohibited.
3. Business activities that increase noise and traffic or interfere with the health, safety and peaceful enjoyment of other Residents will not be allowed.
4. The manufacture, use, sale, distribution and possession of illegal drugs and other criminal activities are prohibited.
5. Residents found engaging in business activities without appropriate licensing and/or prior approval from DHC are in violation of the Lease and may be subject to eviction.
6. Residents are responsible for the removal and disposal of any trash, garbage and debris in and around their unit and must provide the appropriate receptacle in and around their unit to avoid littering of the grounds.
7. DHC will inspect and monitor all business activities at least every six (6) months and businesses cited more than twice annually for non-compliance with this policy with this policy will result in suspension and possible Lease termination.
8. An inspection will be conducted before approval of a request for operation of business in from a DHC unit.
9. Residents who have obtained DHC approval to operate a business will be required annually during re-certification to present a business license and a certified copy of a tax return to verify the amount of income reported to the Internal Revenue Service.

10. Any revenues from approved incidental profit making activities will be calculated as Resident income.

DHC is not responsible for any injuries to persons or damages to property resulting from Resident business activities regardless of whether such activities are approved by DHC.

B. Permissible Activities

The following business activities that do not require any physical alterations to a unit or place undue burden on DHC's resources will be allowed with approval from DHC:

- Baby sitting;
- Home distribution – such as Avon, Mary Kay, Amway, Mason Shoes, Tupperware or similar products;
- Haircutting and hair braiding (not requiring use of water);
- Dressmaking/tailoring;
- Educational tutoring; or
- Other business activities with approval.

C. Prohibited Activities

DHC will neither approve nor allow the following business activities to be conducted from the unit:

- The raising and breeding of animals;
- The accumulation of parts, repair of automobiles, motorcycles, boats or appliances;
- Commercial hairdressing;
- Sale of fresh provisions (fruit, vegetables, etc.)
- Commercial food preparation;
- Manufacture and sale of firearms and ammunition;
- Commercial laundry;
- Any business activity that presents a fire hazard; or
- Manufacture and sale of alcohol.

POLICY FOR REMOVAL OF DECEDENT

The Detroit Housing Commission ("DHC") shall treat the death of a Resident with dignity and respect in the removal of the remains while complying with applicable laws, statutes and ordinances.

In the event of a sudden or unexpected death on DHC premises, when a physician is not present, DHC staff will contact the Detroit Police Department ("DPD") and the emergency contact or next of kin listed in the Resident's file. After investigation, the DPD will contact the Wayne County Medical Examiner who will make the determination whether or not the remains shall be taken to the Wayne County Morgue or released to a licensed funeral home. When a physician is present at the death of a DHC Resident, the physician will determine whether to contact the Wayne County Medical Examiner or a licensed funeral home for removal of the remains.

If death at home is anticipated and the patient is under hospice care when the death occurs, either those persons present or DHC staff shall contact hospice, which may facilitate the procedures listed above.

Blood or other potentially infectious material associated with the death of a Resident shall be reported immediately to DHC staff. DHC shall be responsible for removing such material from vacant units or common areas of the building.

If the deceased Resident was the sole occupant of the unit, DHC staff shall change the locks on the unit upon removal of the remains. Thereafter, access to the unit will be restricted to persons with legal authority from the Wayne County Probate Court to enter the unit and/or remove property. If there are surviving members of the deceased Resident's household, DHC must be contacted within fourteen (14) calendar days of the Resident's death for recertification based on change in family composition. Only family members already on the lease may remain in the unit, all others will be evicted.

BANNING/CRIMINAL TRESPASS POLICY

The Detroit Housing Commission ("DHC") goal is to provide for the safe and peaceful enjoyment of DHC's properties for all Residents, their guests and DHC employees.

The Lease signed by each Resident makes the Resident responsible for the conduct of the Resident's guest. While visitors are welcome, they are expected to act in an appropriate and lawful manner at all times. They are expected to limit their visits to the Resident's unit and yard. Engaging in criminal activity or unreasonably disturbing any Resident of public housing will not be tolerated.

In keeping with this policy, it sometimes becomes necessary and prudent to bar or ban persons from the property to prevent the disruption of a safe, lawful and peaceful environment. Persons banned under this policy shall be prohibited from entering upon any DHC property for any reason. If a person banned under this policy enters DHC properties during the ban period, it shall be a violation of Michigan criminal trespass laws.

A. Authority to Ban

The Asset Manager is the only DHC employee authorized to ban persons from DHC property. However, all DHC employees have the authority and the obligation to initiate a ban of persons whose conduct on the property causes a threat to the safety or operation of DHC properties or creates a disruption to the maintenance of a lawful, peaceful or safe environment at any DHC property. A DHC employee may initiate a ban of such person and direct the person to leave the property. The employee shall promptly inform the Site Manager of the action, the name of the person(s) sought to be banned, the person's address, if known, and other identifying information. Only the Site Manager may recommend to the Asset Manager that a person be banned.

Behavior that violates any DHC Lease or administrative policies may result in a person being banned from DHC property.

B. Duration of Ban

Persons banned from DHC properties shall not come on DHC properties during the ban period. The ban period will be for a length of time specified at the time the ban is initiated or in the ban notice. The ban period may vary depending on the seriousness of the offense or infraction. The following are examples of ban periods that may be imposed for illegal activity on DHC property.

1. Any person that causes a disturbance that requires police intervention may be banned for up to one (1) year.
2. Any person convicted of a felony on the property may be banned for up to three (3) years.
3. Any person convicted of the possession, sale, or distribution of controlled substances on the property may be banned from the property for up to three (3) years.
4. Any person that endangers the health and welfare of the Residents or DHC staff may be banned for up to two (2) years.
5. Any person who harms or attempts to harm an employee of DHC through assault or violence may be banned for up to five (5) years.
6. Any person convicted of manufacturing methamphetamine (speed) may be banned for life.
7. Any person convicted for child molestation may be banned for life.

C. Criminal Trespass

1. When possible, a notice of the ban shall be served on the individual by law enforcement or staff. If an address for the person banned is known, the Site Manager will send a notice by first class mail informing the individual the reason for the ban, the ban period, and the procedure by which the person may seek to have the ban removed. However, the efforts of DHC to provide written notice shall invalidate an oral notice, which shall have the same force and effect as a written notice.
2. The Asset Manager will maintain a list of all persons banned from DHC property. It shall be reviewed every six (6) months to determine whether an individual no longer constitutes a threat to the Residents or DHC employee staff. Any individual whose ban period has expired or who is no longer considered a threat shall be removed from the

ban list and a notification of such removal will be mailed to the person's last known address.

3. Residents who allow banned persons to visit shall be subject to termination of their Lease.
4. Any person banned from DHC properties is forbidden to trespass upon any properties owned by DHC. If such person is found to be or seen on DHC property, all DHC employees are directed and obligated to call law enforcement to have the trespassing person arrested. DHC may pursue prosecution of such individuals.

D. Appeal

One (1) appeal of a banning of an individual may be made to the Director of Asset Management. A banned person who wishes to be removed from the ban list must submit a written request to the Director of Asset Management. The written request must include the reason for the request and any justification or extenuating circumstances requested for consideration. Proof of rehabilitation is required for any removal of a ban that originated from the use of drugs.

The Director of Asset Management will contact the person submitting the appeal to confirm that the appeal is being reviewed. The contact should be made within fourteen (14) calendar days, unless the Director of Asset Management is unavailable during that period. The Director of Asset Management will advise the person whether additional information or a meeting is needed to evaluate the appeal. The Director of Asset Management may schedule a meeting with the banned person and other interested or involved parties, e.g., law enforcement officials or DHC Residents. After receiving all information requested and holding a meeting, if necessary, the Director of Asset Management will issue the requester a written decision which sets forth the reasons for the decision.

A Resident may use DHC grievance procedures to appeal the banning of a Resident's guest or any Lease violation issued for the Resident's failure to control his/her guest.

Nothing in this Banning/Criminal Trespass Policy shall abrogate any rights which Residents or DHC may have under law or under the Lease.

ABANDONMENT POLICY

A. Abandonment of Unit

1. Families must notify DHC if they are going to be absent from the unit for more than fourteen (14) calendar days. A person with a disability may request an extension of time as a reasonable accommodation.

If the entire Family is absent from the unit, for more than sixteen (16) calendar days beyond the fourteen (14) calendar days approved by DHC or if the entire Family is absent from the unit for more than thirty (30) calendar days without notice to DHC, the unit will be considered to be abandoned and DHC will terminate the Lease.

“Absent” means that no Family member is residing in the unit.

In order to determine if the Family is absent from the unit, DHC may:

- Conduct a home visit;
- Write letters to the Family at the unit;
- Post letters on the exterior door;
- Telephone the Family at the unit;
- Interview neighbors;
- Verify if utilities are in service;
- Check with Post Office for a forwarding address; and/or
- Contact the Resident’s emergency contact.

B. Disposal of Abandoned Property

Any possessions left in a Resident’s abandoned unit will be removed and stored for thirty (30) days at the expense of the Resident. The possessions shall not be disposed of until DHC has give the Resident a thirty (30) day written notice that his/her possessions will be disposed of at the end of the thirty (30) day period if the Resident does not pay DHC all outstanding rents and other charges and all reasonable packing, moving, and storage fees and remove the possessions within the thirty (30) days period.

Pet removal will be pursuant to the Pet Policy.

POLICY OF INSTALLATION OF SATELLITE DISHES/ANTENNAS

To comply with the Federal Telecommunications Act of 1996 ("Act"), the Detroit Housing Commission ("DHC") has established this policy regarding the installation and maintenance of satellite dishes/antennas.

Nothing in this policy is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of satellite dishes/antennas. Should any portion of this policy be interpreted as contravening the Act, that section(s) shall be considered immediately modified to conform to the Act. Should it be impossible to so modify the section(s) the section(s) shall be deemed severable from the remainder of the policy, and shall be of no force and affect.

A. Definitions

Common elements – all portions of a multi-family building other than the unit and the limited common element(s) assigned to each unit. Common elements include, but are not limited to, open grassy areas, roofs and exterior walls (including interior walls between the unit and the unit's patio or balcony).

Exclusive use area – limited common element in which the Resident has exclusive use. Limited common elements include, but are not limited to, the patio or balcony adjacent to a unit.

Fixed wireless signals – any commercial non-broadcast communications signal transmitted by wireless technology to and/or from a fixed customer location. Examples include signals used to provide telephone service or high-speed internet access at a fixed location. The term "fixed wireless signals" does not include, among other things, AM/FM radio, amateur ("Ham") radio, Citizens Band ("CB") radio, and Digital Audio Services ("DARS") signals.

Mast – structure to which an antenna is attached that raises the antenna height.

Satellite dish/antenna – any device used to receive video programming services, including direct broadcast satellite ("DBS"), multipoint distribution service ("MDS"), and local television broadcast signals ("TVBS") and any device used to receive or transmit fixed wireless signals ("FWS"). A mast, cabling supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna shall be considered part of the antenna.

Telecommunications signals – signals received or transmitted by DBS, TVBS, MDS, or FWS antennas.

B. Generally

No fee is payable and DHC approval is not required before a satellite dish/satellite dish/antenna may be installed on a Resident's Exclusive Use Area, i.e., inside the unit or on a balcony or patio. However, Resident's shall notify the Site Manager within fourteen (14) calendar days after a satellite dish/antenna has been installed.

Installation must comply with all applicable codes, take aesthetic considerations into account, and minimize the aesthetic and structural impact to the exterior and structure of the Resident's units.

C. Installation Requirements

1. Satellite dish/antenna Size and Type

- a. Satellite dish/antennas shall not exceed one meter (39.37 inches). Larger satellite dish/antennas are prohibited.
- b. All satellite dish/antennas capable of transmitting telecommunication signals, including FWS satellite dish/antennas, must be labeled to provide notice of radio frequency ("RF") safety hazards and reference the applicable FCC-adopted limits on RF exposure. Also, such satellite dish/antennas must be professionally installed.
- c. All satellite dish/antennas not specifically included within the definition of satellite dish/antenna in this policy or otherwise covered by the Act are prohibited. Residents are to direct all questions regarding whether a particular satellite dish/antenna is permitted to the Site Manager.

2. Location

- a. Multi-Family Developments
 - 1) If acceptable quality signals may be received by placing satellite dish/antennas inside a unit without unreasonable delay or unreasonable cost increase, the satellite dish/antenna must be installed within the unit.
 - 2) Subject to the preceding paragraph, satellite dish/antennas shall be installed solely in the following locations (listed in decreasing order of preference):

- a) Inside the Resident's unit;
 - b) Within the boundaries of the Resident's exclusive use areas such as patios and balconies; or
 - c) With DHC's prior, written approval, on common elements, i.e., the roof, building, etc.
- 3) Except as otherwise permitted in this policy, satellite dish/antennas shall not encroach upon the space of other Residents. For example, a satellite dish/antenna cannot be installed so that it extends out beyond the balcony or patio and into, on, or over common elements.
 - 4) Except with prior, written DHC approval, no satellite dish/antenna of any size may be placed or installed on the common elements even if an acceptable quality signal cannot be received from with the Resident's unit or exclusive use area.
 - 5) Satellite dish/antennas shall be located in a place shielded from view from outside the development or from other units in the development to the maximum extent possible. However, nothing in this policy requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.
- b. Scattered Site Homes
A satellite dish/antenna shall not be installed on a mast that is higher than twelve (12) feet above the roof line without prior, written DHC approval or, if required, a permit from the City.

A satellite dish/antenna may be installed in any location on the property except the front lawn or the roof of the house or of any other building on the property.

D. Installation.

1. Multi-Family Developments

- a. All installations shall be completed so they do not materially damage the common elements, limited common elements, or individual units, or in any way impair the integrity of buildings. The Resident may not drill holes in walls, doors or window frames in

order to install a satellite dish/antenna or run cable from the satellite dish/antenna to a television.

- b. To the extent an acceptable quality signal can be obtained, the following limited common element locations are the preferred locations and installation sites (listed in decreasing order of preference):

- 1) On the floor of the balcony railings;
- 2) Within the boundaries of the patio or balcony; or
- 3) Attached to the balcony railings in such a way that no part of the satellite dish/antenna extends beyond the boundaries of the balcony.

2. Scattered Site Homes

The installation of the satellite dish/antenna will not damage property in any way, and only one hole less than 1.5 inches in diameter, may be drilled into an exterior wall.

E. Maintenance of Satellite dish/antenna

The Resident shall keep the satellite dish/antenna in good repair and maintenance and not permit it to become unsightly. DHC may remove a satellite dish/antenna which has become unsightly without liability to the Resident.

The Resident agrees to remove and discard the satellite dish/antenna before vacating the property. All damage, other than normal wear and tear, must be repaired and restored. DHC may charge the Resident for the removal of the satellite dish/antenna and restoring the property.

F. Assumption of Liability by Resident

The Resident shall assume all liability for any and all injury or damage to persons or property caused by the satellite dish/antenna. Resident shall hold harmless and indemnify DHC and its directors, officers and employees from any and all loss, claim, damage, injury, judgment, or cost, including attorney's fees and court costs, resulting from or arising out of the Resident's installation, maintenance, or use of the satellite dish/antenna, to the extent the Resident's negligence in installation, maintenance and/or use of the satellite dish/antenna causes or results in the loss, claim, damage, injury, judgment or cost, including attorney's fees and court costs being indemnified.

USE OF COMMUNITY CENTER POLICY

The Community Center ("Center") is a facility that was built with the prime objective of providing a setting that would serve to help in the enrichment of the lives of DHC Residents. The degree to which this objective becomes a reality depends jointly on both DHC management and Residents.

A. General Conditions

1. Who may use the Center?

Any Resident, 21 years or over, of the development is eligible to use the Center. Individuals or groups wishing to use the Center for meetings, parties, plays, dances, weddings, christenings, etc., must first obtain permission from the Site Manager who may consult with officers of the Resident Council prior to making a decision. Outside groups must be sponsored by a member of the Resident Council or DHC.

2. How to apply for the Center?

To obtain approval to use the Center, a written request must be submitted to the Site Manager. The request must contain the following information: (a) name of the person applying, (b) date of the application, (c) date of the activity, (d) purpose for which the Center will be used, (e) time during which the Center will be used, and (f) requester's signature.

The request must be submitted to the Site Manager at least two (2) weeks in advance of the date of the planned function. Within fourteen (14) calendar days following receipt of the application, the Site Manager, after consultation with the Resident Council and securing a Center Monitor for the function, shall notify the applicant whether the request is approved. To facilitate submission of a request for use of the Center, application forms are available in the Site Manager's Office. Site Managers may not accept cash monies for the use of the Center. Documented damages must be referred to the Asset Manager for further action.

3. Whenever the use of the Center is being requested for an organized group, the name of the group shall appear on the application in addition to the sponsoring member of the Resident Council. The sponsoring Resident shall be responsible for the group's compliance with this policy.

4. The Site Manager or his representative shall have the right to inspect the Center prior to ensure its readiness for a function and after a function to determine whether the deposit may be refunded.

5. In the event of damages to the property or equipment, the sole responsibility for repairs or replacement shall rest with the Resident who was approved to use the Center on his/her behalf or on behalf of a group. Police reports shall document property damage or stolen items. DHC may pursue legal action, if necessary.

6. Closing time will be 9:00pm except in special circumstances in which case the Site Manager will determine beginning and closing times after consulting with the applicant and Resident Council. In special cases, the Center may be kept open beyond 9:00pm. Special events approved for after 9:00pm. must be mindful of DHC's quiet hours and will have to lower the music and noise.

7. Written criticism and suggestions concerning the operation of the Center shall be made to the Site Manager.

8. A weekly activity schedule will be posted so that Residents can be aware of activities planned for the Center.

B. Fees

1. Residents who request the use of the Center will be required to pay a non-refundable fee of \$100.00 with the application.

2. Fee will be accepted in the form of money order only, completely filled out and made payable to DHC.

3. Any damages to DHC property and/or the Center will be the responsibility of the Resident.

C. Special Conditions

Residents and/or sponsored groups receiving permission must comply with the following requirements:

1. Floors must be swept and mopped after each function.
2. Toilet areas must be cleaned, toilets flushed, urinals and washbasins cleaned, floor swept and mopped.
3. Garbage must be collected and removed.
4. Kitchen equipment, utensils and furnishings must be cleaned and floor swept and mopped if kitchen has been used.
5. Supplies and furnishings, such as chairs, tables, book benches, etc. must be returned to their proper places.

6. The grounds, i.e., area surrounding the Center must be cleared of debris (paper or plastic cups, plates, cans, bottles, napkins, etc.)
7. After the activity, all doors and gates must be properly secured.
8. All lights must be turned off except those outside lights that are required to remain on.
9. Immediately after the function, the Resident must complete the post function section of the application, with the DHC designee.
10. The function must end before or at the time designated.
11. If other recreational areas are requested, the grounds and surrounding areas must be cleared of debris and garbage.

DETROIT HOUSING COMMISSION

APPLICATION FOR THE USE OF THE COMMUNITY CENTER

Name of Resident Requesting Center: _____

Group or Affiliation:

Physical Address: _____

Telephone Number: _____

Date of Activity: _____

Time of Activity: _____

Purpose: _____

Please specify with an (X) whether the kitchen area will be utilized:

The kitchen will be used: _____

The kitchen will not be used: _____

I have read the Use of the Community Center Policy and agree to abide by its requirements.

Resident Requesting Use of Center _____
Date

(Do not write below this line)

The Community Center Policy was reviewed and agreed to by the applicant as evidence by his/her signature above. _____Yes _____No

Required Fee submitted with the application: _____Yes _____No

Money Order Number: _____

Date: _____

Amount: _____

Application Approved: _____

APPLICATION FOR THE USE OF THE COMMUNITY CENTER
Page 2

Date: _____

Application Disapproved: _____

Date: _____

Reason: _____

POST-FUNCTION:

Equipment used and returned in good condition.

Applicant

Date

INSPECTED ON BEHALF OF DHC BY: _____

(Printed Name): _____

Date: _____ Time: _____

Was the Center cleaned? Yes No

Any damages found? Yes No

If yes, please specify:

BLOOD-BORNE DISEASES POLICY

All Residents and employees shall consider ALL blood or other potentially infectious regardless of the perceived status of the source individual. Residents shall advise DHC management of any blood or other potentially infectious attempt to clean such material from the common areas of DHC property; DHC staff is responsible for cleaning such materials from their individual units.

In the event of exposure to blood or other potentially infectious material. Residents should wash their hands and any other potentially contaminated skin area immediately or as soon as possible with soap and water. Any skin or mucous membrane exposure to blood or other potentially infectious material should be followed by washing or flushing as soon as feasible following contact. Residents should not eat, drink, apply cosmetics or lip balm or handle contact lenses in areas where there is a reasonable likelihood of exposure to blood or other potentially infectious material. DHC equipment, which has become contaminated with blood or other potentially infectious materials, shall be decontaminated as necessary by DHC staff to prevent infection of Residents.

LEAD BASED PAINT NOTIFICATION

Section 302 of the Lead Based Paint Poisoning Prevention Act (LBPPA) requires the Detroit Housing Commission (“DHC”) to conduct a random sample of dwellings and common areas in all premises where children live or are expected to live.

A. The Health Hazard

Human beings are exposed to lead from numerous sources, such as paint pigments, automobile and industrial emissions, source and ground water and some forms of solder.

While adults may suffer various ailments due to excessive lead in their blood, the groups most at risk from exposure to lead are fetuses, infants and children under seven (7). Since the fetus is at risk from high blood lead levels in the mother, pregnant women of child-bearing age also must be aware of the hazards of high blood lead levels.

Excessive blood-lead levels can seriously damage a child’s brain and central nervous system. Lead poisoning in children can cause attention span deficits, impaired hearing, reading and learning disabilities, delayed cognitive development, reduced IQ scores, mental retardation, seizures, convulsions, coma and even death. In adults, high blood-lead levels may increase blood pressure and have other effects.

B. The Hazards of Lead Dust

Lead dust is especially hazardous to young children because they play on the floor and engage in a great deal of hand-to-mouth activity.

Lead-contaminated soil poses a hazard because children may play in or near it and dirt tracked into a home can lead to increased lead dust levels in the home.

C. What to Do to Protect Children Against Lead Poisoning

Some DJC properties may contain lead-based paint. Lead is dangerous, especially to children under seven (7) years of age and to pregnant women and their fetuses. Even low levels of lead can slow a child’s normal development and cause learning and behavioral problems. Residents can help protect children against lead poisoning by taking these steps:

1. **Have children tested for lead poisoning.**
 - a. Children with lead poisoning may have no signs or symptoms. If they complain, it may be about general things such as headaches or stomach aches.

b. Because there are no signs or symptoms, a child must be tested for lead poisoning on a regular basis. Simple blood tests to detect lead poisoning are available from health departments, medical clinics, and many private doctors.

2. Help children avoid lead in paint and dust.

- a. Keep children away from peeling paint. Notify DHC right away when paint begins to peel.
- b. Wet mop floors and clean windowsills and other surfaces to remove dust that may contain lead, using a cleaner high in phosphates if possible. Do not use a conventional vacuum cleaner, which can spread the very small lead dust around the unit, for cleaning window wells or sills. Other areas where there is a lot of dust should be cleaned with a wet mop and a high phosphate detergent before vacuuming.
- c. Wash children's hands before they eat.
- d. Wash objects that infants and children frequently put in their mouths.

3. Make sure children eat properly.

- a. Make sure children eat at least three (3) meals a day; children's stomachs absorb more lead when they are empty.
- b. Give children foods rich in iron (lean meats, tuna, beans, eggs, greens), which help protect the body against lead.
- c. Give children foods rich in calcium (milk, cheese), which help protect the child's bones against lead.
- d. Avoid giving children fatty foods (fried foods, chips), which allow the body to absorb lead faster.

POLICY ESTABLISHING RENTS FOR DHC EMPLOYEES LIVING ON DHC PROPERTY

It is the benefit of the Detroit Housing Commission ("DHC") to have a Resident employee who qualifies for public housing and lives in a DHC development. The employee's presence in the project provides a measure of security to the development. They act as a source of information to other Residents and visitors. The Resident employee is readily available in the case of an emergency.

It is understood that the Resident employee is covered by provisions of the Fair Labor Standards Act of 1974 and under such provisions any overtime worked in excess of 40 hours per week must be compensated for at a scale of one and one-half times their regular pay.

The DHC Board of Commissioners shall establish a flat rent for Resident employees.

All Resident employees will be responsible to pay for any excess utilities used above DHC's established allowances. A Resident employee who experiences a significant increase in income because of promotion or increase in wages will be subject to review of the flat rent for possible increase or removal from the established flat rent. A Resident employee who leaves the employment of DHC will be removed from the flat rent immediately. The Board of Commissioners reserves the right to review this policy at any time and to update the amount of the rent payable with thirty (30) days notice to all Resident employees.

UNCOLLECTIBLE RESIDENT ACCOUNTS PAYABLE

The Detroit Housing Commission ("DHC") will attempt to collect all monies owed for rent, utilities, damages, other than normal wear and tear, and other charges. DHC will make every effort to collect these charges promptly when due. DHC will utilize all available collection methods.

On a quarterly basis, the Director of Asset Management will determine when accounts are to be considered uncollectible. Accounts which are at least 365 days delinquent shall be considered uncollectible. Once a determination has been made that an account is uncollectible, the Executive Director shall submit a recommendation to the Board of Commissioners that the amounts owed be charged off as collection losses. The recommendation shall include a list of accounts considered uncollectible and the basis for such determination and the efforts taken to attempt collection.

DHC shall prepare and maintain a "List of Vacated Residents Accounts." The list shall include all accounts of Residents who have moved from any DHC property during a given year and who still owe monies to DHC. Lists shall be maintained and continually up-dated. The list shall include all developments and all accounts for a given year including accounts charged off as uncollectible.

The "List of Vacated Resident Accounts" shall be updated quarterly to add recent move-outs and/or delete the names of Residents or former Residents who have paid all monies owed in full. No family shall be admitted to a DHC property until such time as it has paid DHC all amounts owed.

RESIDENT INITIATIVES POLICY

The Detroit Housing Commission (“DHC”) responds to Resident needs and interests by providing opportunities to build capacity of individuals and families to enable them to become self-sufficient, as well as to participate in the management and operation of DHC through democratically elected and recognized Resident Councils.

DHC will:

1. Serve as advocate and develop partnerships with private sector and government agencies to provide services essential to the improvement of educational, health and financial concerns of its Residents;
2. Provide information and educate Residents on HUD’s and DHC’s Policies and Regulations, governing Residents’ participation and involvement in the mission and operation of public housing through on-gong trainings and workshops;
3. Facilitate establishment of organized Resident Councils comprised of duly elected Resident leaders who shall have an opportunity to provide input to DHC and represent the needs and interests of Residents;
4. Support Residents in their effort to become self-sufficient through opportunities for job training and education as well as facilitate heir fulfillment of the Community Service and Self-Sufficiency Requirement; and
5. Provide a comprehensive service delivery system to assure that Residents receive the required support and the highest quality of service to enable them to reach their highest level of self-worth and productivity

RECORD MANAGEMENT POLICY

A. Purpose

The purpose of this policy is to direct the Detroit housing Commission's ("DHC") handling of all records and documents associated with the operation of DHC and the administration of its programs.

B. General Policy

In accordance with the Privacy Act of 1974, as revised, DHC will maintain only such information on applicants and Residents as is necessary and relevant to the performance of its mandated duties and will to the best of its ability protect the privacy of applicants and Residents.

C. Legal Action

In the event of potential or pending litigation, all applicable documents and records, regardless of disposal dates, will be retained until resolution of the legal action.

D. Backup of Electronic Data

Computer data will be automatically backed up daily on a separate drive in order to avoid loss of important information due to equipment failure.

E. Special Security Measures for EIV Data

HUD has provided specific guidelines for the protection of data retrieved from its online up front income verification system entitled Enterprise Income verification ("EIV").

EIV Resident data will be used only to verify a Resident's eligibility for participation in the Public Housing Program and the Housing Choice Voucher Program and to determine the level of assistance for which Resident is eligible.

Data provided via the EIV will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the EIV system.

F. Applicant and Resident Records

All applicants' and Residents' files will be stored in a secure location that is only accessible by authorized staff. All records shall be maintained in accordance with this policy. Current records will be kept in the office files. Out-dated and

obsolete records will be destroyed in accordance with a disposal schedule to be prepared by DHC.

All resident files will be maintained by unit, including all copies of correspondence with Resident. Resident files will be transferred to storage one (1) year after a unit is vacated and disposed of five (5) years after audit. DHC will maintain a list of all records it destroys.

G. Criminal Records

DHC will keep as confidential all criminal records of drug treatment or sex offender status that are received. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or other entity except for official use in the application process or in court proceedings. No copies will be made of the records except as required for official or court proceedings.

Criminal records or records of drug treatment or registered sex offender status will be kept in a file separate from other application or eviction information. These files will be maintained in a different cabinet that is locked and kept in a secured location. Only specified employees shall have access to this cabinet. The records shall be destroyed once action is taken on the application for housing or any grievance hearing or court proceeding has been completed and the action is finalized. DHC will maintain a list of all records it destroys.

All files must be signed for when removed from the secured file storage area.

The DHC employee who signs for a Resident file is responsible for its security. Files are never to be taken home, left unattended or placed in common areas.

SOCIAL SECURITY NUMBER CONFIDENTIALITY POLICY

A. General Policy

As it relates to the social security numbers of its Residents, DHC will:

- A. Maintain the confidentiality of the social security numbers that it receives and maintains in the ordinary course of business.
- B. Limit the internal use to those functions where the use of the social security number is the only reliable method available to ensure the correct Resident has been identified.
- C. Limit access, whether in hard copy or electronic format, to those persons within DHC who have a need to access that information.
- D. Properly dispose of documents which contain social security numbers to ensure their confidentiality.
- E. Prohibit the unlawful disclosure of social security numbers by its employees.

B. Definitions

The following words and/or phrases shall have the following meaning for purposes of this policy:

- A. "Mailed" means delivered by United States mail or other delivery service that does not require the signature of recipient indicating actual receipt.
- B. "Publicly display" means to exhibit, hold up, post, or make visible or set out for open view, including, but not limited to, open view on a desk, computer device, computer network, website, or other electronic medium or device, to members of the public or in a public manner.
- C. "Title IV-D Agency" means the agency in this state performing child support and parenting time enforcement functions including an office of the friend of the court or a prosecuting attorney and it includes a person performing those functions under contract with the Title IV-D agency.

C. Prohibited Activities

Neither DHC, nor an employee on behalf of DHC, shall intentionally do any of the following with the social security number of a Resident:

- A. Publicly display all or more than 4 sequential digits of the social security number.
- B. Visibly print all or more than 4 sequential digits of the social security number on any identification badge, card, membership card.
- C. Require a Resident to use or transmit all or more than 4 sequential digits of his/her social security number over the Internet or a computer

system or network unless the connection is secure or the transmission is encrypted.

D. Require a Resident to use or transmit all or more than 4 sequential digits of his/her social security number to gain access to an inter website or a computer system or network unless the connection is secure, the transmission is encrypted, or password or other unique personal identification number or other authentication device is also required to gain access to the Internet or computer system or network.

E. Include all or more than 4 sequential digits of the social security number in or on any document or information mailed or otherwise sent to a Resident if it is visible on or, without manipulation, from outside of the envelope or packaging.

F. Include all or more than 4 sequential digits of the social security number in any document or information mailed to a Resident, unless any of the following apply:

- 1) State of federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear in the document.
- 2) The document is sent as part of an application or enrollment process initiated by the Resident.
- 3) The document is sent to establish or confirm the status of a Resident's eligibility for public housing or to confirm the status of a Resident's social security number.
- 4) The document or information is mailed by or at the request of a Resident whose social security number appears in the document or information.

D. Allowed Activities

Use of all or more than 4 sequential digits of a Resident's social security number is permissible under the following circumstances:

A. A use of all or more than 4 sequential digits of a social security number that is authorized or required by state or federal statute, rule, or regulation, by court order or rule, or pursuant to legal discovery or process.

B. Providing all or more than 4 sequential digits of a social security number to a Title IV-D Agency, law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

C. An administrative use in the ordinary course of DHC business, to do any of the following:

- 1) Verify a Resident's identity or for similar administrative purposes related to determining program compliance.
- 2) Investigate a Resident's claim, credit, or criminal history.
- 3) Detect, prevent, or deter identity theft or another crime.
- 4) Lawfully pursue or enforce DHC's rights under the ACOP.

5) Use as a primary account number provided the use began before the effective date of this policy and the use is on-going, continuous and in the ordinary course of business.

E. Disposition of Documentation Containing Social Security Numbers

All documents and/or electronic media containing Resident social security numbers shall be disposed of only by shredding or burning as appropriate for the nature of the media. No documents and/or electronic media containing social security numbers shall be disposed of in any other manner.

F. Penalties for Violation of Policy

Employees who violate this policy may be subject to discipline up to and including discharge.

HOMEOWNERSHIP POLICY

The Detroit Housing Commission ("DHC") provides homeownership assistance for low-income families through two (2) program opportunities:

1. Section 32 Homeownership Program, and
2. HOPE VI Homeownership Programs.

A. Section 32 Program

Pursuant to the Section 32 Program, Scattered Sites houses, i.e. properties that are not located within a DHC development, are made available for purchase to qualified low-income Residents. Each house may be sold for 70% of its appraised value by extending special DHC financing in the form of a second mortgage. DHC has designated a preference list for qualified buyers which categorize applicants as follows:

- 1) Current Scattered Site Residents;
- 2) Public Housing Residents;
- 3) Housing Choice Voucher customers;
- 4) DHC waiting list customers;
- 5) City of Detroit Low-Income residents; and
- 6) Regional Low-Income residents.

DHC's long-term goal is to sell or dispose of all Scattered Site properties from the DHC inventory.

B. HOPE VI Program

DHC will provide special financing for the purchase of a predetermined number of affordable Woodbridge Estates units. The financing shall consist of a DHC second mortgage, not to exceed \$75,000, to qualified buyers. DHC has established a preference list of qualified buyers in the following order:

- 1) Relocated Jeffries Homes Residents;
- 2) Jeffries Homes Impact Area residents;
- 3) DHC Residents;
- 4) DHC public housing and Housing Choice Voucher waiting lists customers;
- 5) City of Detroit residents with less than 100% AMI; and
- 6) All other qualified buyers.

DESIGNATED HOUSING POLICY

The Detroit Housing Commission (“DHC”) submitted its Designated Housing Plan (“Plan”) to the United States Department of Housing and Urban Development (“HUD”) pursuant to authorization by Section 7 of the U.S. Housing Act of 1937 (42 U.S. C. 1437e) and the requirements of HUD PIH Notice 97-12 on 12/16/2004.

DHC reviewed and conducted an analysis of information pertaining to its existing Resident population, its waiting lists and city-wide housing needs to determine the appropriate course of action. DHC determines that it was necessary and desirable to designate certain housing developments for occupancy by elderly families only.

On February 18, 2005, HUD approved DHC’s Plan. The Plan designated the following developments and units for elderly families only:

Developments	Total Units
Forest Park	97
State Fair	200
Warren West	143
Harriet Tubman	200
Woodbridge (Jeffries West)	346
Riverbend Towers	95
Sheridan I	209
Sheridan II	200
Totals	1,490

HOPE VI POLICY

The HOPE VI Program serves a vital role in HUD's and the Detroit Housing Commission's ("DHC") efforts to transform public housing.

The HOPE VI Program, originally known as the Urban Revitalization Demonstration (URD), was developed as a result of recommendations by the National Commission on Severely Distressed Public Housing, which was charged with proposing a National Action Plan to eradicate severely distressed public housing.

The specific elements of public housing transformation that are key to HOPE VI include:

- Changing the physical shape of public housing;
- Establishing positive incentives for resident self-sufficiency and comprehensive services that empower residents;
- Lessening concentrations of poverty by placing public housing in non-poverty neighborhoods and promoting mixed-income communities; and
- Forging partnerships with other agencies, local governments, non-profit organizations, and private businesses to leverage support and resources.

DHC has three (3) HOPE VI Projects:

- The Villages at Parkside (formerly Parkside Homes) on Conner Avenue
- Woodbridge Estates (formerly Jeffries Homes) on John C. Lodge Freeway
- Gardenview Estates (formerly Herman Gardens) on Joy Road

Once all of the HOPE VI Projects are completed, DHC will have 1,048 new public housing units in these HOPE VI Projects.

As a part of its HOPE VI Projects, DHC has allocated funds to assist all Residents who originally lived at the development, whether or not they return to the site after revitalization, as well as needy families that later move into the revitalized site. DHC will utilize these funds to implement a case management approach to providing services and assessing the needs of individual families. In doing so, DHC will solidify relationships with key organizations that offer services leading to self-sufficiency of each participant. Services may include, but are not limited to, the following areas:

1. Job Training
2. Educational enhancement
3. Life Skills Training

4. Home Ownership Training
5. Child care
6. Transportation
7. Youth and Senior services

MAINTENANCE POLICY

The Detroit Housing Commission (“DHC”) is responsible for the maintenance of its properties to provide safe, decent and sanitary housing for its Residents. To ensure its ability to fulfill this responsibility, DHC has established a priority system to address work orders. The priority of response to work orders is:

1. Emergency work orders – within 24 hours of receipt
2. Resident initiated non-emergency work orders – within 14 days of receipt

DHC will establish a comprehensive Maintenance Plan to address routine and preventative maintenance as well as to provide guidance to its employees regarding performing DHC’s maintenance responsibilities.

EMERGENCY PREPAREDNESS POLICY

As a responsible landlord, the Detroit Housing Commission (“DHC”) is committed to ensuring its ability to provide required services to its Residents in the event of an emergency. To that end, DHC will develop and implement an Emergency Preparedness Plan to address how it will operate in the event of natural or manmade emergencies.



Administrative Plan

Presented by the
Detroit Housing Commission
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Detroit, Michigan 48207
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TTY/TDD: 313-877-8500
Approved by the Board of Commissioners 4/13/2006 Effective 7/1/2006
Resolution # 1880



Housing Choice Voucher Program Administrative Plan

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Chapter 1

Statement of Policies And Objectives

Introduction

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1975, which recodified the U. S. Housing Act of 1937. The act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher (HCV) Program, are described in and implemented through this Administrative Plan.

Administration of the HCV Program and the functions and responsibilities of the Detroit Housing Commission (DHC) staff shall be in accordance with the Housing Agency's (HA) Personnel Policy and the Department of Housing and Urban Development's (HUD) HCV Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Local Objectives

The HCV Program is designed to achieve three (3) major objectives:

1. To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of very low income families of all races, and ethnic backgrounds
3. To provide an incentive to private owners to rent to very low income families by offering and providing timely Housing Assistance Payments (HAP).

In addition, DHC has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing in the community
2. To encourage self sufficiency of HCV participant families; and
3. To encourage Homeownership amongst eligible HCV participants.
4. Improve Voucher management (SEMAP score)
5. Increase/Improve customer satisfaction and to improve the service delivery system in the Assisted Housing division at DHC.

Purpose Of The Plan

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The plan covers both admission and continued participation in the HCV program. Policies are the same for both procedures unless otherwise noted.

DHC is responsible for complying with all changes in HUD regulations pertaining to the HCV and other related programs. If such changes conflict with this Plan, HUD regulations will

supersede. The original Plan will be amended to reflect the HUD regulations and submitted to DHC Board of Commissioners for approval and a copy provided to HUD.

Fair Housing Policy

It is the policy of DHC to comply full with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

DHC shall not deny any family or individual the opportunity to apply for or receive assistance under the HCV programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age family or marital status, disability or sexual orientation.

To further its commitment to fully comply with applicable Civil Rights laws, DHC will provide Federal, State and local information to HCV Voucher holders regarding “discrimination” and any recourse available to them if they are victims of discrimination. Such information shall be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the applicant briefing. Furthermore, DHC will advise all families at the briefing to report suspected discrimination to HUD.

Except as otherwise provided in 24 CFR 8.21 (c)(1), 8.24 (a), 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because DHC’s facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout DHC’s office in such a manner as to be easily readable from a wheelchair. DHC offices are accessible to persons with disabilities.

Service Policy/Accommodations

This policy is applicable to al situations described in this Administrative Plan when a family initiates contact with DHC. When DHC initiates contact with a family including when a family applies, and when DHC schedules or reschedules appointments of any kind.

It is the policy of DHC to be service-directed in the administration of its housing programs, and exercise and demonstrate a high level of professionalism while providing housing services to the families within DHC’s jurisdiction.

DHC’s policies and practices will be designed, to extent feasible, to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the HCV program and related services. The availability of specific accommodations will be made known by including notices on DHC forms and letters to all families, and all requests will be verified so that DHC can properly accommodate the need presented by the disability.

Reasonable accommodation will be granted for persons with a disability who require an advocate or accessible offices. A designee will be allowed access to some information, but only with the permission of the person with the disability.

All DHC mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of a request for Accommodation

- All requests for accommodation or modification must be supported and verified by a reliable knowledgeable professional indicating the accommodation is required.
- DHC utilizes organizations that provide assistance for hearing-and sight-impaired persons when needed.
- A list of accessible units will be provided.

Federal American with Disabilities Act of 1990

—With respect to an individual, the term “disability” means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment

Those regarded as having such impairment may include those conditions such as obesity or cosmetic disfigurement, and individuals perceived to be at high risk of incurring a work-related injury.

Individuals with contagious diseases who do not pose a direct threat to others are covered by the Act. Persons with AIDS and those who tested positive for the HIV virus are considered to have a disability.

Undue Hardship

Requests for reasonable accommodation will be granted, provided that the accommodation will not create an “undue financial and administrative burden” for DHC. In determining whether an accommodation would create an undue hardship, the following factors will be taken into consideration:

- Nature and cost of the accommodation required;
- Number of applicants and participants who do not speak English and speak the other language
- Overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- Number of families likely to need such accommodation, the impact on expenses and resources, or the likely effect on the operation of the program as a result of the accommodation.

Translation Of Documents

DHC will provide bilingual staff and will be aided by organizations with bilingual staff to assist non-English speaking families in the following languages: Spanish, Arabic and Asian.

In determining the feasibility of translating documents into another language, DHC will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and the other language.
- Estimated cost to DHC per/client of translation of English written documents into another language; and
- Availability of local organizations to translate documents, letters and forms for non-English speaking families
- Availability of bilingual staff to provide translation for non-English speaking families

Family Outreach

DHC will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When DHC's waiting list is open, DHC will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read newspapers, DHC will distribute fact sheets to broadcasting media, and initiate personal contacts with members of the news media and community service personnel. DHC will also utilize public service announcements.

DHC will communicate the status of housing availability to other service providers in the community, including agencies serving individuals with special needs, to advise them of the HCV program eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

Owner Outreach

DHC encourages owners of decent, safe and sanitary housing units to lease to HCV families. DHC maintains a list of interested landlords/list of units available for the HCV program and updates the list at least every sixty (60) days. When listings from owners are received, they will be compiled by DHC staff by address location.

DHC will actively recruit property owners with property located outside areas of poverty or minority concentration, and if applicable, will grant or apply for exception Payment Standards to make housing located outside of areas with high poverty and minority concentration available.

Additionally, DHC periodically evaluates the distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

The DHC staff initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed materials are offered to acquaint owners and managers with opportunities available under the HCV program.

DHC conducts annual meetings with participating owners and prospective landlords to improve relations and to recruit new participating owners

Privacy Rights

All applicant and participant household members 18 years of age or older must sign a HUD 9886 Authorization for Release of Information form. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

DHC's policy concerning release of information is in accordance with State and local laws, which may restrict the release of family informatio

All information related to the participant/applicant is regarded as confidential and will be retained in separate file folder and located in a secure location. The personal information in this file folder must not be released except on an "as needed" basis and will not be discussed unless there is a business reason, to do so. In appropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The DHC staff person who signs as utilizing the file is responsible for its security. Files will never be left unattended or placed in common areas.

In accordance with HUD requirements, DHC will furnish prospective owners with the family's current address as shown in DHC records and, if known to DHC, the name and address of the landlord at the family's current and prior address.

A statement of DHC's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

Equal Employment Opportunity

Position vacancies are advertised in the Michigan Chronicle and at the Coleman A. Young Building. DHC's recruitment practices will apply aggressive outreach to community-based racial and ethnic groups so that the composition and culture of the staff reflects the composition and culture of the community, to the extent possible. All DHC job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

Rules And Regulations

This administrative Plan is set forth to define DHC's local policies for operation of the HCV and related programs in the context of Federal laws and Regulations. All issues related to assisted housing not addressed in this document are governed by Federal regulations, HUD Notices/Memos, guidelines, and other applicable law.

Jurisdiction

The jurisdiction of DHC is the Detroit Metropolitan Statistical Area

Monitoring Program Performance

DHC policies, procedures, and tracking systems are designed to respond to the goals, objectives, and performance measures of HUD's Section Management Assessment Program (SEMAP). To comply with HUD and other pertinent regulations, DHC will maintain records, reports and other documentation from a period of time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested parties to assess DHC's operational procedures objectively and accurately.

Records and reports will be maintained for the purpose of complying with the following SEMAP performance measures:

- **Indicator 1.** DHC has written policies in its administrative plan for selecting applicants from the waiting list, and DHC follows these policies when selecting applicants for admission from the waiting list.
- **Indicator 2.** DHC has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units.
- **Indicator 3.** At admission and reexamination, DHC verifies and correctly determines adjusted annual income for each assisted family and, where the family is responsible for utilities under the lease, DHC uses the appropriate utility allowances in determining gross rent.
- **Indicator 4.** DHC maintains an up-to-date utility allowance schedule.
- **Indicator 5.** A DHC supervisor or other qualified person reinspects a sample of units during the fiscal year of DHC year, numbering at least 5% of the number of units under contract during the last completed fiscal year for quality control of HQS inspections.
- **Indicator 6.** Following each failed HQS unit inspection, any cited life-threatening HQS deficiencies are corrected within 24 hours and all other cited deficiencies are corrected within 30 calendar days from the inspection or any DHC approved extension.
- **Indicator 7.** DHC has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration
- **Indicator 8.** Initial gross rents for units, other than over-FMR tenancies, do not exceed the FMR, and voucher payment standard do not exceed the current applicable FMR or

HUD approved exception rent limit and are not less than 90% of the current FMR/exception rent limit, unless otherwise approved by HUD.

- **Indicator 9.** DHC completes a reexamination for each participating family at least every twelve (12) months
- **Indicator 10.** DHC correctly calculates the family's share of the rent to owner in the voucher program
- **Indicator 11.** Newly leased units pass HQS inspection on or before the beginning date of the assisted lease and HAP contract.
- **Indicator 12.** DHC inspects each unit under contract at least annually
- **Indicator 13.** DHC executes HAP contracts on behalf of eligible families for the number of units under budget for at least one year
- **Indicator 14.** DHC has enrolled families in FSS program as required and has made progress in supporting FSS as measured by the percentage of current FSS participants with escrow account balances.

Chapter 2

Eligibility for Admissions

A. Introduction

This chapter defines both HUD's and DHC's criteria for admission and denial of admission to the program. DHC strives for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. Staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, furnish additional information, and receive an explanation of the basis for any decision made by DHC pertaining to their eligibility.

B. Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by DHC. HUD eligibility criteria are:

1. Applicant must meet DHC's definition of a "family."
2. Household's annual income must be within the appropriate Income Limits.
3. Each member of the applicant household must certify to citizenship or eligible immigrant status.
4. All household members ages six and older must furnish their Social Security Numbers, or certify that they do not have one.
5. Persons evicted from any public housing agency, Section 23 or any Section 8 program for drug-related or criminal activity are ineligible for a minimum of three years from the date of eviction. See the Chapter on "Termination of Assistance."

The family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of eligible immigration status will not be verified until the family is selected from the waiting list for final eligibility processing.

C. Eligibility Factor 1: Family Composition

The applicant must qualify as a Family. A Family may be a group of persons or a single person. When application is made, the applicant determines who is "family." Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely because members are not related by blood, marriage, or operation of law.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

Definitions

1. A group of persons may be:

- A pregnant woman and her unborn child(ren).
- Two or more elderly, near-elderly or disabled persons living together, or one or more elderly, near-elderly or disabled persons living with one or more live-in aides.
- Two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who have a history as a family unit or show evidence of a stable family relationship.

2. A single person may be:

- An elderly person
- A displaced person
- A near-elderly person
- Any "other single" person
- A person with a disability
- The remaining member of a tenant family

3. Head of Household

The Head of Household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors that qualify under State law will be recognized as head of household.

4. Spouse of Head

The Spouse of Head is defined as the marriage partner whom would have to be divorced, or legally separated, in order to dissolve the relationship. The term "Spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

5. Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head but not both. A co-head never qualifies as a dependent.

6. Live-in Aide

A family may include a live-in aide provided that the live-in aide:

- Is not obligated for the support of the person(s).
- A live-in aide is treated differently than family members.
- Live-in aide is not subject to Non-Citizen Rule requirements.
- A live in aide may not be working fulltime outside of the home.
- Would not be living in the unit except to provide care for the person(s).
- Live-in aide will not be considered as a remaining member of the applicant or participant family.
- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Is determined by DHC to be essential to the care and well being of an elderly person, a near-elderly person, or a person with a disability. A near elderly person maybe defined as someone at least 50 years of age.

A live-in aide may only reside in the unit with the prior written approval of the DHC and owner. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or caseworker. The verification must specifically state that a live-in aide is essential for the daily care of the family member who is elderly, near elderly or disabled.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

The live-in aide's family members may also reside in the unit with the DHC and owner's prior written approval. The presence of the live-in aide's family members must not overcrowd the unit. DHC will not increase the voucher size to accommodate the additional live-aide's family members.

At any time, DHC may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

- Commits drug-related criminal activity or violent criminal activity.
- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

- Currently owes rent or other amounts to the DHC or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two (or more) otherwise eligible families and the new families both claim the same placement on the waiting list, and there is no court determination, DHC will make the decision as to which household should receive a subsidy taking into consideration the following factors:

- Role of domestic violence in the split.
- Which family member applied as head of household.
- Restrictions that were in place at the time the family applied.
- Which family unit retains the children or disabled or elderly member(s).
- Recommendations of social service agencies or qualified professionals, such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by DHC.

Multiple Families in the Same Applicant Household

When a family, which consists of two or more families living together (such as a mother and father and a daughter with her own husband or children), applies for assistance, DHC will treat the family as a single-family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a self-certification required of families who claim joint custody of temporary guardianship.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

D. Eligibility Factor 2: Income Limitations

In order to be eligible for assistance, an applicant must be either a:

- Very low income family, as defined by the very low-income limits published by HUD in the Federal Register for the area served by DHC
- Low income family in any of the following categories
 - Continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act Program within 60 days of Voucher issuance. Programs include Public Housing, all Section 8 Programs, and all Section 23 programs
 - Physically displaced by rental rehabilitation activity under 24 CFR Part 511
 - Non-purchasing family residing in a HOPE 1 or HOPE 2 project
 - Non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173
 - Displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165
 - Non-purchasing family residing in a project subject to a resident homeownership program

To determine if the family is income eligible, the DHC compares the annual income of the family to the applicable income limit for the family's size. Families whose annual income exceeds the income limit will be denied admission, notified of the denial and offered an informal review.

For initial lease-up, portability families must be within the applicable income limit for the jurisdiction in which they want to live.

E. Eligibility Factor 3: Social Security Numbers

Families are required to provide verification of Social Security Numbers for all family members age six or older prior to admission, if they have been issued a number by the Social Security Administration.

This requirement also applies to persons joining the family after admission to the program. Family members who have not been issued a Social Security Number must certify to this fact. Guardians or another adult family member must certify for children under the age of 18.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days. Failure to furnish verification of social security numbers or certify that no number has been issued is grounds for denial or termination of assistance.

F. Eligibility Factor 4: Citizenship and Eligible Immigration Status

In order to receive assistance, a family member must be an U.S. Citizen or have legal immigrant status. Individuals who are neither may elect not to declare their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. Individuals claiming eligible immigration status must present appropriate immigration documents, which must be verified through the Immigration and Naturalization Service (INS).

The citizenship and eligible immigration status of each member of the family is considered individually before the family's eligibility is determined. Families including ineligible members may be classified as mixed families or as ineligible families.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families." Mixed families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Ineligible Families. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.

Non-citizen students are not eligible for assistance. A non-citizen student is a person admitted to this country temporarily solely for the purpose of pursuing a course of study who has a residence in another country that the person has no intention of abandoning.

Appeals. Individuals whose eligible immigration status cannot be verified through INS may appeal to INS. An applicant who is denied Section 8 eligibility due to ineligible immigration status is entitled to an informal hearing exactly like those provided for participants.

G. Eligibility Factor 5: Evicted for Drug Related Criminal Activity

Drug-related activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means on or off the premises, not just on or near the premises.

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for a three-year period beginning on the date of such eviction.

DHC may waive this requirement if:

- The person demonstrates successful completion of a rehabilitation program approved by DHC, or
- The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

H. Suitability of Family

DHC may take into consideration any of the grounds for denial of assistance identified in this Administrative Plan but may not otherwise screen for factors that relate to the suitability of the applicant family as participants. It is the responsibility of the owner to screen the applicant as to their suitability for tenancy.

DHC will advise families how to file a Fair Housing complaint, if they believe that the owner has discriminated against them. DHC may also report the owner to HUD's Office of Fair Housing/Equal Opportunity or the local fair housing organization.

I. Changes in Eligibility Prior to Issuance

Changes that occur during the period between placement on the waiting list and issuance of a Voucher may affect the family's eligibility or Total Tenant Payment. If applicants are found to be ineligible, they will be notified in writing of their ineligible status and their right to an informal review.

J. Notification to Ineligible Families

Applicants who are determined to be ineligible will be notified in writing of the reason for denial of assistance. This notification will include the opportunity to request an informal review (or an informal hearing if they were denied due to noncitizen status) pursuant to the following.

Chapter 3

Applying for Admission

A. Introduction

The policy of DHC is to ensure that all families who express an interest in the Voucher Program are given an equal opportunity to apply and are treated in a fair and consistent manner. Chapter 3 describes the policies and procedures for opening and closing the waiting list, completing an application for assistance, placement as well as denial of placement on the waiting list, maintaining the waiting list, and limitations on who may apply.

B. How to Apply

All families wishing to apply for housing assistance shall complete an application for housing. Applications will be accepted at one of DHC's public housing sites during specified dates and business hours. Applications may also be submitted by mail, fax, or online. Mail must be posted marked by the last day that is available for submitting an application to DHC.

Individuals who have a physical impairment, that would prevent them from completing an application in person, may call the Authority to make special arrangements for completing the housing application. A Telecommunication Device for the Deaf (TDD) is available for hearing impaired persons. If the applicant is visually impaired, all notices will be in a format understandable by the applicant.

C. Opening and Closing the Waiting List

As needed, DHC will open the waiting list by advertising through public notice in local newspapers, minority media, minority civic clubs and service agencies. DHC will communicate the status of housing availability to other service providers in the community, such as agencies serving individuals with special needs, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance. DHC will continuously monitor and evaluate outreach activities to ensure that information reaches the widest possible audience for which applications are being accepted. The notice will contain:

- Dates, times, and locations where families may apply.
- Programs for which applications will be taken.
- Brief description of the program(s).
- Limitations, if any, on whom may apply.
- DHC address, telephone number, and business hours.

The notice will provide potential applicants with information on how to submit an application and information on eligibility requirements. Upon receiving a request from a person with a disability (determined on a case-by-case basis), additional time may be given as an accommodation for submission of an application after the closing deadline. This

accommodation is provided to allow persons with disabilities an opportunity to submit an application in those cases when a social service organization provides inaccurate or untimely information about the closing date.

When the waiting list is open, all interested families and persons are given the opportunity to apply. If the Section 8 waiting list is open when a person applies for public housing, DHC must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, DHC must offer to place the family on the public housing waiting list.

DHC may stop accepting applications if there are enough applications to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discretionary effect inconsistent with applicable civil rights laws. The DHC will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. In evaluating whether to close its Section 8 waiting list, DHC will consider the expected number of Vouchers to be issued per year, the number of current applicants and the anticipated waiting time. DHC will give at least 10 days notice prior to closing the waiting list. When the period for accepting applications is over, DHC will add the new applicants to the list by order of date, and time of application.

D. Application

DHC will use an application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, DHC staff may assist the applicant in completing the application over the telephone—it may also be mailed. The purpose of the application is to permit DHC to preliminarily place the applicant on the waiting list. The application will contain, but is not limited to questions designed to obtain the following information:

- Race/ethnicity
- Social Security Numbers
- Street address and phone numbers
- Sex and relationship of all members
- Names of adult members and age of all members
- Mailing address (if P.O. Box or other permanent address)
- Amount(s) and source(s) of income received by household members
- Request for specific accommodation needed to fully utilize program and services
- Information regarding disabilities to determine qualifications for allowances and deductions

Duplicate applications will not be accepted.

Applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Photocopies of an original executed application are acceptable; however, only one application will be accepted per applicant. Each completed application requires a date/time.

E. Placement on the Waiting List:

Application will not be accepted if received at DHC ten (10) days after the published waiting list closing date.

Mailed applications must be post marked on or before the published closing date

F. Random Number/Lottery Placement Method:

All applications will be held until the identified acceptance dateline has passed. All applications will be randomly numbered and the number will be entered on the application (example: If 1,000 applications were received, the application will be randomly numbered from 1 to 1,000).

The IT department for DHC will be contacted to develop a random number table based on the number of applications received. The General Manager/ Deputy Director for Assisted Housing Programs will review the random number table for approval.

The random number is linked to the initial random number noted on the application. For example, the initial random number identified on the application is 200 and the random table identifies 200 as number 1 in the lottery.

All applications will be re-numbered in accordance with the random number table for placement on the waiting list.

All applications will be placed on the list according to the random number table and entered by date and time of entry. For example, the first application (200) was entered on June 1 at 8:00am, and then the second application entered may be June 1 at 8:01 and etc. The original date and time order provided for each application will remain the same regardless of identified local preferences.

G. Applicant Status While on the Waiting List

The family will be notified in writing of DHC's determination of eligibility. This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the application, DHC will notify the family in writing, state the reason(s), and inform the family of its right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

H. Waiting List Selection

When funding is available, applicants will be selected from the waiting list according to date and time of application, and income targeting requirements, regardless of family size.

When there is insufficient funding available for the family at the top of the list, DHC will not admit any other applicant until funding is available for the first applicant.

DHC will maintain information that permits proper selection from the waiting list. The waiting list contains, but is not limited to the following information for each applicant listed:

- Applicant Name
- Date and time of application
- Number of persons in family
- Annual (gross) family income
- Targeted program qualifications
- Racial or ethnic designation of the head of household
- Family Unit Size (number of bedrooms family qualifies for under PHA subsidy standards)

The application will be a permanent file. All applicants in the pool will be maintained by date and time of application.

I. Eligibility Determination

Applicant Interview and Completion of Full Application

When an applicant is selected from the waiting list, DHC schedules an interview to complete or update the application, discuss the family's circumstances in greater detail, clarify information that has been provided by the family, and ensure that the information provided in the application is complete.

The interview, which must be attended by the head of household and spouse or co-head, is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process.

During the interview, applicants will be required to update the household's application by writing in and initialing any changes to the family's circumstances and by certifying that all information is complete and accurate.

All adult members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state, or members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to

attend an interview within 10 days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if the prospective participant misses the appointment.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than three days from the original appointment date. The request must be made to the staff person who scheduled the interview.

If the applicant does not reschedule or misses two scheduled interviews, DHC will remove the applicant from the waiting list.

Reasonable accommodations will be made for persons with a disability, or elderly persons.

All adult members must sign Form HUD-9886, *Authorization for the Release of Information*, and the declarations and consents related to citizenship or immigration status, and any other document required by the DHC. Applicants will be required to sign specific verification forms for information that is not covered by Form HUD-9886. Failure to do so will be a cause for denial of assistance.

If DHC determines at, or after, the interview that additional information or document(s) are needed, then DHC will request the document(s) or information in writing. The family will be given 10 days to supply the information. If the information is not supplied in this time period, DHC will remove the applicant from the waiting list.

J. Verification

Information provided by the applicant will be verified, using the verification procedures described at the beginning of this plan. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time a Voucher is issued.

K. Final Determination and Notification of Eligibility

After the verification process is completed, DHC will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by DHC, and the current eligibility criteria in effect. DHC will notify the family in writing of their eligibility for the Voucher Program. If the family is determined to be eligible, the DHC will schedule a briefing.

During the briefing, the applicant receives a Voucher and an informational packet that is discussed with the Housing Specialist. If, after the evaluation, the applicant is deemed ineligible to receive housing assistance, the applicant has an opportunity to request an informal review.

Chapter 4

Establishing Preferences and Maintaining the Waiting List

A. Introduction

It is DHC's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria for local preferences and explains DHC's system for applying them. By maintaining the waiting list, DHC will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

B. Application Pool

A waiting list will be maintained in accordance with the following factors:

1. The application will be maintained in a hard copy file and a computer file.
2. The waiting list is determined by date and time of application and is kept in chronological order with local preference holders first.
3. All applicants must meet the income targeting requirements as established by HUD. Any exceptions to these requirements must be previously approved by the HUD Field Office.

Waiting List Preferences

An applicant will not be granted any preference (local) if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity. However, DHC will grant an exception to such a family if the responsible member has successfully completed a rehabilitation program.

If an applicant makes a false statement in order to qualify for a local preference, DHC will deny the family admission into the program.

Local Preference Categories

Eligible applicants are placed on the Section 8 waiting list and receive preference in selection for vouchers of appropriate unit size if they meet certain preference categories.

Families eligible for a local preference include:

- Residents
- Working applicants

- Victims of domestic violence
- Elderly families, disabled, or handicapped individuals
- Involuntary Displaced families

The Preference System

Preferences are used to establish order of placement on the waiting list. They do not guarantee admission. This means that every applicant must still meet DHC's resident selection criteria before being offered a housing choice voucher.

Preference will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission, meet the definitions of the preferences below.

1. If there are no applicants on the waiting list(s) that qualify for a local preference, then eligible non-preference families will be selected.
2. DHC will not hold Housing Vouchers for prospective applicants with local preferences after written notification has been given by DHC, which detail the date, time, and location of the briefing meeting. Failure to receive mail does not justify not attending the briefing meeting nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with local preferences.

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

1. When selecting a family from the Section 8 waiting list, DHC will give a preference to families that include persons with disabilities who can verify the household will benefit from the accessible features of the rental property.
2. When selecting a single person from the waiting list, elderly or disabled single persons have a preference over single persons who are not elderly or disabled.
3. 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.

DHC will use the following local preferences when selecting families for the housing choice voucher assistance:

1. Residency
2. Working applicants
3. Victims of Domestic Violence
4. Elderly, disabled, and handicapped families
5. Involuntarily Displaced

Ranking of local preferences

Local preferences are ranked equally.

Local Preference Determination

1. To qualify for a residency preference an applicant must reside or work within DHC's jurisdiction at the time of admission. This preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
2. To qualify for a working preference the applicant family must verify:
 - a. While the family is on the waiting list, employment by a previous unemployed household member, age 18 or over, that lasted at least 90 days. The employment must provide a minimum of 20 hours of work per week for the household member claiming the preference.
 - b. Employment at the time of offer and prior to leasing a unit. 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 DHC's offer of a housing choice voucher. Employment at the time of offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours per week for the family member claiming the preference.
 - i. Employment periods may be interrupted but to claim the local preference a family must have an employed family member prior to the actual offer of a housing choice voucher as described above.
 - ii. A family member that leaves a job after receiving benefit of the local preference will be asked to document the reason for the termination. Someone who quits work, or is terminated for good cause (as opposed to layoff, or taking a new job), will be considered to have misrepresented the facts to DHC and will have their assistance terminated.
 - iii. The amount earned shall not be a factor in granting this local preference.
 - c. A family can verify, at the time of initial application, participation in a job-training program or graduation from such a program; or can verify participating in a job-training program or graduation from such a program while on the waiting list. The family must notify DHC if it enters such a program while on the waiting list and provide documentation of participation to DHC. DHC will not grant this preference if the family fails to provide notice. Notice and

verification of the noted preference must be received prior to the offer of a housing choice voucher. To claim this preference, applicants must be in good standing with respect to attendance and program rules.

3. To qualify for the domestic violence preference, the abuser must still reside in the rental property from which the victim was displaced. The displacement from the rental property must be verified as being involuntary, to avoid an attempt to circumvent the waiting list by the alleged victim and abuser, unless DHC gives prior written approval. If the abuser moves out of the rental property after the victim moves out he or she cannot reunite with the family unless DHC and the Landlord gives written approval to the abuser, by placing the person's name on the lease agreement for the Section 8 Program. Otherwise, the victim may be terminated by the owner for subleasing rental property, a serious lease violation.

The actual or threatened violence must have occurred within the past 30 days of application, or be of a continuing nature and documented through police reports or shelter facility records.

Note: An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

4. To qualify for an elderly, disabled, or handicapped preference the family must have a head of household, spouse, or sole member of 62 years of age or older; or the head of household, spouse or sole member has a physical or mental impairment that substantially limits one or more major life functions, or the head of household, is receiving social security disability benefits, supplemental security income, disability benefits or any other payments based on an individual inability to work.
5. To qualify for an Involuntarily Displacement the family must be displaced from their home as a result of a disaster, government action, action by housing owner (excluding evictions), inaccessibility to the home, or property disposition. (See Special Admissions)

In addition, families of federally declared disasters who are Section 8 voucher holders from another jurisdiction will receive preference over other waiting list placeholders for the housing choice voucher waiting list (see Portability procedures for more details).

Initial Determination of Local Preferences Qualification

Local preferences are preferences for use in selecting applicants.

At the time of application, an applicant's eligibility for a local Preference may be made on the basis of:

An applicant's certification that they qualify for a preference may be accepted without verification. If verification of a Local Preference has not been documented when the family is

selected from the waiting list for the final determination of eligibility, the preference must be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for a meeting (informal review). Before the family is provided assistance the family's eligibility for preference is based on current circumstances and must be verified. Once the preference has been verified, DHC does not need to re-verify the preference unless it is more than twelve months before assistance is offered to the household or DHC has grounds to believe the applicant's preference status has changed.

Denying a preference

If verification indicates that the family is not eligible for a preference that is claimed, then DHC must provide a written notice to this effect.

The notice must state:

- The reason for the determination; and
- The right of the applicant to meet with the staff for review

If the applicant believes he or she has been discriminated against on the basis of race, color, religion, sex, national origin, age, familial status or disability, the applicant may exercise other rights.

Preference Eligibility

Applicants will be placed on the waiting list according to the information the applicant provides DHC as to their qualification for Local Preference. Applicant circumstances may change while waiting on a housing choice voucher offer. These changes may affect eligibility to a preference. Applicants are required to notify DHC in writing when their circumstances change. When applicants claim a different preference, their waiting list status will be revised to reflect the change. They will be placed on the waiting list in the appropriate order established by their change in claimed preference (date and time on the waiting list).

To be determined eligible, applicants are required to meet the preference criteria for the preference category(ies) established at the time that a housing choice voucher is expected to be available and after a full application is completed.

Moderate Rehabilitation and Projected Based Properties

Families currently receiving assistance under the Moderate Rehabilitation Section 8 Program or the Project Based Program may be eligible for a housing choice voucher above other waiting list applicants depending on funding availability under the following circumstances:

1. Moderate Rehabilitation or Project Based Section 8 Program participants who are overcrowded.
2. Moderate Rehabilitation or Project Based Section 8 Program participants who are residing in substandard housing conditions, i.e., where the landlord has failed to make repairs or is unwilling to make repairs to an assisted dwelling for a 30-day period beyond the HAP abatement date.

The above referenced Moderate Rehabilitation or Project Based participants will first be offered other suitable housing in the Moderate Rehabilitation or Project Based program. If other suitable housing is not available in the Moderate Rehabilitation or Project Based program, the program participant will be offered a housing choice voucher depending on funding availability.

Maintaining and Purging the Waiting List

Applicants are required to inform and notify DHC in writing of changes in circumstances while on the waiting list. These may include changes in address, family composition, or preference status.

The waiting list will be purged at least annually by a mailing to all applicants. Applicants are required to respond to mailings from DHC to update information on their applications and to determine their continued interest in, and need for assistance.

Income Targeting

A minimum of 75% of the families admitted to DHC's housing choice voucher program during each fiscal year must be extremely low-income families. An extremely low-income family is one whose annual income does not exceed 30% of the area median income.

DHC will monitor admissions to the housing choice voucher program at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than 75% of admissions for the fiscal year to date, DHC will give priority to extremely low-income families until extremely low-income admissions again make up 75%.

Local Preferences

DHC will select applicants pursuant to the annual admissions and income targeting requirements noted above and based upon their eligibility, date and time of application, and local preference.

Special admissions

When HUD awards special funding for certain family types or specific eligibility criteria, DHC will admit these families under a special admissions procedure. Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. DHC maintains separate

records of these admissions.

Targeted Funding

When HUD awards special funding for certain family types or specific eligibility criteria, families who qualify are selected from the existing waiting list. Additionally, applicants who meet specific program criteria will be allowed to submit an application, notwithstanding if the waiting list is closed. Assistance is offered to the first (based on date of application) eligible family on the waiting list meeting the targeted funding criteria.

F. Removal from the Waiting List

Applicants shall be removed from the waiting list for the following reasons:

- Failure to respond to written communications regarding failure to comply with application update, applicant interview, and applicant briefing requirements. Any mailings to applicants, which require a response, will state that failure to respond within 10 calendar days will result in the applicant's name being removed from the waiting list.

An extension of five days to respond may be granted, if requested, and needed as a reasonable accommodation for a person with a disability.

If an applicant, that requested a reasonable accommodation, fails to respond to a mailing from DHC, the applicant will be sent written notification and given five days to contact DHC. If they fail to respond within seven days, they will be removed from the waiting list.

If an applicant did not respond to DHC's request for information or updates because of a family member's disability, and the disability can be documented, then DHC will reinstate the applicant in the family's former position on the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a Director or Deputy Director determines there were circumstances beyond the person's control. The following exceptions, if documented, will be acceptable to warrant reinstatement when they are confirmed: Hospitalization and Death in the Immediate Family.

Chapter 5

Subsidy Standards

A. Introduction

HUD guidelines require that DHC establish subsidy standards for the determination of Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used must be within the minimum unit size requirements of HUD's Housing Quality Standards (HQS). This chapter explains the subsidy standards used to determine the voucher size for various-sized families when they are selected from the waiting list, as well as DHC's procedures when a family's size changes, or a family selects an apartment size that is different from the family's Voucher.

B. Determining Voucher Size

DHC does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom on the Voucher. DHC's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, DHC assigns one bedroom to two people within the following guidelines:

- Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom
- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under five)
- Foster children will be included in determining unit size only if they will be in the unit for more than six months
- Space may be provided for a child who is away at school or a spouse who is away in the military
- Adults of different generations may have separate bedrooms
- Single person families may be allocated an efficiency unit or one bedroom Voucher
- A family that consists of a pregnant woman (with no other persons) will be treated as a two-person family. [24 CFR 982.402(5)]

- A live-in attendant will generally be provided a separate bedroom
- No additional bedrooms are provided for the attendant's family

Guidelines for Determining Voucher Size

Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
Efficiency	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	5	10
6 Bedroom	8	12

C. Exceptions to Subsidy Standards

DHC shall grant exceptions from the subsidy standards if the family requests and DHC determines that the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

DHC may grant an exception upon a written request as an accommodation for persons with disabilities.

Circumstances may dictate a larger size than the subsidy standards permits when persons cannot share a bedroom because of a need, such as a verified medical or health reason; or elderly persons or persons with disabilities who may require a live-in attendant.

A family may request a larger sized Voucher than indicated by DHC's subsidy standards. Such request must be made in writing within 10 days of DHC's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

If DHC errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes in Household Composition

The Voucher size is determined prior to the briefing by comparing the family composition to DHC subsidy standards. If an applicant requires a change in the Voucher size, the above referenced guidelines will apply.

The family obligations require the family to inform DHC of the birth, adoption or court-awarded custody of a child, except when the family has custody of a minor, and to request DHC approval to add any other family member as an occupant of the unit. The family must document custody

to be allowed to add minors to the household. The family must request prior approval of additional household members in writing. DHC may deny requests to add household members who would cause the family to be under housed and require a larger unit size.

If the family does not obtain prior written approval from DHC, any person the family has permitted to move in will be considered an unauthorized household member.

Likewise, if a family member leaves the household, the family must report this change to DHC and the owner, in writing, within 10 days of the change and certify as to whether the person is temporarily or permanently absent.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

DHC will conduct an interim recertification for changes that affect the Total Tenant Payment in accordance with the interim recertification policy and will require verification that the family member reported to have left the household has a new address.

Under-Housed and Over-Housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit has become too small), DHC will issue a new Voucher and assist the family in locating a suitable unit.

D. Unit Size Selected

The family may select a different size unit than that listed on the Voucher within the following criteria:

- Subsidy limitation: DHC will apply the Payment Standard for the smaller of (1) the bedroom size shown on the Voucher or (2) the size of the actual unit selected by the family
- Utility allowance: the utility allowance used to calculate the gross rent is based on the actual bedroom size of the unit the family selects, regardless of the size authorized on the family's Voucher
- Housing Quality Standards (HQS): generally, HQS allows two persons per bedroom or sleeping room and permits maximum occupancy levels as shown in the table below. HQS allows living space (other than kitchen and bathroom) to be utilized as a sleeping room, provided it meets minimum footage, lighting, and other requirements. The sleeping room will not be counted as a bedroom for purposes of determining Voucher subsidy standards.

HQS Guidelines for Unit Size Selected

Maximum # of Persons in Household

0 Bedroom	1	
1 Bedroom		4
2 Bedrooms	6	
3 Bedrooms	8	
4 Bedrooms	10	
5 Bedrooms	12	
6 Bedrooms	14	

Chapter 6

Factors Related to Total Tenant Payment Determination

A. Introduction

DHC will use the methods established in this Administrative Plan to verify and determine family income at admission and reexamination. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more, or less, money for rent than what they should have to pay.

This chapter defines the allowable expenses and deductions to be subtracted from Annual Income, and shows how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with Federal Regulations and further instructions set forth in HUD Notices. The formula for the calculation of TTP is specific and not subject to interpretation. DHC's policies in this Chapter address those areas that allow DHC discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

B. Income

Definitions

Income

Income includes all amounts received on behalf of the family. When calculating TTP, HUD defines what is to be included and what is to be excluded as income. In accordance with HUD's definition, all income that is not specifically excluded in the regulations is counted.

Annual Income

Annual Income is defined as the gross amount of anticipated income received by the family during the 12 months after certification or recertification. It is also defined as the amount of income received prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. Annual income is also used to determine whether or not applicants are within the applicable income limits.

Averaging Income

When Annual Income cannot be anticipated for a full twelve months, DHC may:

1. Annualize current income, or
2. Average known sources of income to compute annual income

The method used will depend on the regularity, source and type of income.

If for the next twelve (12) months there is an unanticipated bonus or overtime pay undetermined by the employer, then DHC will use bonus and overtime received the previous year to determine income, unless the employer certifies that these payments are expected to be different in the coming year.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

C. Income of Temporarily and Permanently Absent Family Members

Temporarily Versus Permanently Absent

DHC must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Temporarily absent is defined as away from the unit for less than 30 days.

Income of persons permanently absent will not be counted. Any member of the household will be considered permanently absent if the person is away from the apartment for two consecutive months or sixty days except as otherwise noted in this Chapter.

It is the responsibility of the head or co-head of household or spouse to report changes in family composition. The DHC will evaluate absences from the unit using the above policy guidelines.

The family will be required to notify the DHC in writing within thirty (30) days when an adult family member moves out. The notice must contain a certification by the family indicating if the adult is temporarily, or permanently, absent. This notification may be extended, upon request, when the person notifying is experiencing a disability, handicap, or other verified health related issue.

If the family member will be permanently absent from the unit, the family must provide verification of the person's new address.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

If a member of the household is subject to a court order that restricts this person from the home for more than six months, the person will be considered permanently absent.

Absence of Entire Family

This section describes policy when the family is absent from the unit but has not moved out of the unit. In cases where the family has moved out of the unit, DHC will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required to notify both DHC and the owner before they move out of a unit and the family is also required to provide information about any family absence from the unit. Families must notify DHC and the owner if they are going to be absent from the dwelling unit for more than 30 consecutive days.

HUD regulations require DHC to terminate assistance if the entire family is absent from the dwelling unit for a period of more than 180 consecutive calendar days. Absence means no family member on the lease is residing in the dwelling unit.

In order to determine if the family is absent from the dwelling unit, DHC may: write letters to the family at the unit; telephone the family at the unit; interview neighbors and verify if utilities are in service.

If requested by the family, DHC may reinstate the family as an accommodation if the following applies:

- Funding is available to support housing assistance
- Absence triggering termination of assistance was due to disability, age, or health
- DHC can verify that the person was unable to notify the Authority in accordance with the family's responsibilities

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, DHC will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will be considered temporarily absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the DHC's "Absence of Entire Family" policy.

Absence Due to Incarceration

If the sole member is incarcerated for more than 90 consecutive days, this person will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if the person is incarcerated for three consecutive months or 90 days.

Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the DHC will determine from the appropriate agency when the child or children will be returned to the home.

If the time period is to be greater than six months from the date of removal of the child or children, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with the DHC's subsidy standards.

Absence of Adult

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period of time, DHC will treat the adult as a visitor until a determination of custody is made.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

When custody is determined, the income of the caretaker will be counted as family income when determining TTP.

Absence Due to Full-Time Student Status

A full-time student (other than head or co-head of household or spouse) who attends school away from home but lives with the family during school recess may, at the family's choice, be considered either temporarily or permanently absent.

If the family decides that the member is permanently absent, then: the income of that person will not be included in the total household income, the person will be removed from the lease, and DHC will re-determine the voucher size of the family.

Minors and college students, who were part of the family but who now live away from home during the school year and are no longer on the lease, may visit for up to 90 days every year without being considered a member of the household. If the family decides that the member is temporarily absent, any income earned by the full-time student up to \$480 a year will be counted as family income.

Visitors

Any adult not included on the Form HUD-50058, may be considered to be living in the unit as an unauthorized household member.

The family is responsible for proving that the individual is a visitor. In the absence of such proof, the individual will be considered an unauthorized member of the family and DHC will

terminate assistance because prior approval was not requested or received for the additional member of the household.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors, or the landlord, will also be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

D. Income of Person Permanently Confined to Nursing Home

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the DHC will calculate income as follows and will use the income figure which would result in a lower payment by the family:

- Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member; or
- Include the income and deductions of the member if this person's income goes to a family member

E. Regular Contributions and Gifts

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three months, or more frequently, will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

If the family's expenses exceed its known income, the DHC will question the family about contributions and gifts.

F. Alimony and Child Support

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the DHC must use the amount awarded by the court unless the family can verify that they are not receiving the full amount. DHC will accept as verification that the family is receiving an amount less than the award if:

- DHC receives verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney

It is the family's responsibility to supply a certified copy of the divorce decree.

G. Assets and Income from Assets

When net family assets are \$5,000 or less, the actual income earned from assets is added to annual income. When net family assets exceed \$5,000, the amount added to annual income as income from assets will be the greater of:

- Actual income from assets; or
- The amount that results from multiplying net family assets by the passbook rate established by the HUD Field Office

The value of family assets is the cash value of the asset to the family. The cash value is determined by subtracting from the current market value any expense that would be incurred to turn the asset into cash.

Lump-Sum Receipts

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments, such as unemployment or welfare assistance is counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but may be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments, which are deferred due to delays in processing.

When DHC is unable to verify income due to delays in processing a change to unemployment or welfare benefits, DHC will calculate an interim rent decrease based on income sources without the unemployment or welfare payments. When the family's benefit payment has been approved, a second interim will be conducted to add the benefit income. The total income calculated in the second interim will include the family's regular periodic welfare or unemployment payment plus all of the lump-sum payment the family received as a result of the processing delay.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Contributions to Retirement Funds

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, DHC will count as an asset only the amount the family can withdraw without retiring or terminating employment
- After retirement or termination of employment, DHC will count any amount the employee elects to receive as a lump-sum

Assets Disposed of for Less Than Fair Market Value

DHC must count assets disposed of for less than fair market value during the two years preceding certification or recertification. DHC will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure, bankruptcy, divorce, or separation are not considered to be assets disposed of for less than fair market value.

The DHC's minimum threshold for counting assets disposed of for less than Fair Market value is \$10,000. If the total value of assets disposed of within a one-year period is less than \$10,000, they will not be considered an asset.

H. Adjusted Income

Adjusted Income is defined as Annual Income minus any HUD allowable deductions.

HUD has five allowable deductions from Annual Income:

- Dependent allowance: \$480 each for family members who are minors (other than the head or spouse or co-head) and for family members who are 18 years or older and full-time students or disabled.
- Reasonable Childcare Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.
- Elderly/disabled allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.
- Allowable medical expenses: Unreimbursed medical expenses which exceed three percent of Annual Income may be deducted for all family members of an eligible elderly/disabled family.
- Allowable Disability Assistance Expenses: Unreimbursed expenses exceeding three percent of Annual Income, which are for attendant care or auxiliary apparatus for persons with disabilities, may be deducted when the expenditure enables the individual or an adult family

member to work. If a family has both Disability Assistance and Medical Expenses, the three percent of Annual Income is applied only once and always to the Disability Assistance expense first.

Childcare Expenses

Reasonable childcare expenses for children under 13 years of age may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered unable to care for the child include:

- The abuser in a documented child abuse situation, or
- A person with disabilities or handicaps, or an older person unable to take care of a small child, as verified by reliable, knowledgeable professional, such as a doctor, social worker or case worker

The maximum childcare expense allowed is based on the following guidelines:

- Childcare to work: Childcare expenses allowed must be less than the amount earned by the person enabled to work. The person enabled to work will be the adult member of the household who earns the least amount of income from working
- Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school)

Medical Expenses

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, DHC will refer to IRS Publication 502 as a guide.

Non-prescription medicines, supplies, apparatus must be doctor-recommended (written verification required) in order to be considered a medical expense. The family is required to furnish legible receipts.

I. “Minimum Rent” and Minimum Family Contribution

Families are required to pay a minimum TTP (rent and utilities) of \$50 a month.

DHC may grant an exception to the minimum rent requirement when a family documents that the minimum rent would create a hardship because:

- Family has lost eligibility or is awaiting an eligibility determination for a Federal or local assistance program;
- Family would be evicted as a result of imposing the minimum rent requirement;
- Family's income has decreased because of changed circumstances including the loss of employment; or
- There has been a death in the family

If a family requests a minimum rent hardship exception, DHC will suspend the minimum rent charge and adjust the HAP payment effective the beginning of the month following the family's hardship request.

DHC may request documentation of the hardship and will determine promptly whether a hardship exists and whether it is temporary or long term.

If DHC determines that no hardship exists, the minimum rent will be imposed retroactively to the time of suspension.

If the hardship is determined to be temporary, the minimum rent will not be imposed for a period of 90 days from the date of the family's request but, at the end of that period, the minimum rent will be imposed retroactively to the time of suspension. A reasonable repayment agreement to cover minimum rent charges accumulated during the suspension will be offered.

If DHC determines the hardship to be of long-term duration, the family will receive an exemption until the hardship no longer exists.

J. Reduction in Benefits

If the family's benefits, such as social security, SSI or TANF, are reduced due to family error, omission, or misrepresentations, DHC will use the gross amount of the benefit. If the family's benefits are reduced through no fault of the family, DHC will use the net amount of the benefit.

If a family's welfare benefits are reduced, in whole or in part, for a family member because of fraud or because of a welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, DHC will not reduce the rent to reflect the lost benefit. DHC will include in the family's annual income for purposes of determining rent, an imputed welfare income. Imputed welfare income is the amount of annual income not actually received by a family as a result of a welfare benefit reduction that is included in the family's income for purposes of calculating rent.

DHC will request from the welfare agency the amount and term of any specified welfare benefit reduction for a family member and will use this information to determine the amount of the imputed welfare income for a family.

DHC will also obtain written verification that the benefit reduction was caused by non-compliance or by fraud before denying a family's request for recertification of income and rent reduction. The prohibition against reducing rent will not apply when TANF benefits are lost because the lifetime limit on receipt of benefits has expired or in a situation where the family has complied with welfare requirements but cannot obtain employment. Any family denied a rent reduction after a loss of welfare benefits will be informed of its right to an informal hearing.

DHC will not include imputed income in the annual income of a family who was on the waiting list at the time the sanction was imposed by the welfare agency.

K. Pro-ration of Assistance for "Mixed" Families

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. Mixed families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance. Pro-rated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

L. Utility Allowance and Utility Reimbursement Payments

DHC will maintain an up-to-date utility allowance schedule. The Utility Allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from the Total Tenant Payment to establish the family's rent to the landlord. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on the individual family's actual energy consumption.

DHC will review and revise the utility allowance schedule annually. Revised utility allowances will be applied in a participant family's rent calculation at its next reexamination. The approved utility allowance schedule is given to families at each briefing. The utility allowance is based on the actual unit size selected.

Where the utility allowance exceeds the family's Total Tenant Payment, DHC will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

Chapter 7

Verification Procedures

A. Introduction

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by DHC. Applicants and program participants must furnish proof of their statements whenever required by the DHC, and the information they provide must be true and complete. DHC's verification requirements are designed to maintain program integrity. This Chapter explains DHC procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and family composition. DHC will ensure that proper authorization from the family is always obtained before making verification inquiries.

B. Methods of Verification and Time Limits

DHC will verify information through the four methods of verification acceptable to HUD in the following order:

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

DHC will allow 14 calendar days for return of third-party verifications and 7 calendar days to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

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. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically (faxed) directly from the source are considered third party written verification.

Third party verifications will not be hand carried by the family with the following exception. DHC will accept verifications in the form of computerized printouts from the following agencies:

- Social Security Administration
- Veterans Administration

- Welfare Assistance
- Unemployment Compensations Board
- City or County Courts

DHC will send requests for third party verifications to the source at all times regardless of whether the family provides a computerized printout.

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. On the form, staff must note with whom they spoke, the date and time of the conversation, and the facts provided. DHC staff will compare the information provided to any documents provided by the Family. If verification is provided by telephone, DHC staff must originate the call.

Review of Documents

In the event that third-party verification is unavailable or the information has not been verified by the third party within 21 calendar days, DHC will complete a Certification of Document Reviewed or Person Contacted and utilize documents provided by the family as the primary source of verification, only 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 but cannot be photocopied, staff viewing the documents(s) will complete a “Certification of Document Viewed or Person Contacted” form.

The DHC will accept the following documents from the family, provided there is no evidence of tampering and that the document contains sufficient information.

- Printed wage stubs;
- Computer print-outs from the employer;
- Signed letter (provided that the information is confirmed by phone); and
- Other documents noted in this Chapter as acceptable verification.

The DHC will accept electronic (faxed) documents. DHC will not accept photocopies.

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

DHC will not delay the processing of an application beyond 30 days because a third-party information provider does not return the verification in a timely manner.

Self-Certification/Self Declaration

When verification cannot be made by a third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a notarized statement and must be witnessed.

C. Release of Information

The family will be required to sign specific authorization forms when information is needed that is not covered by the Form HUD-9886, Authorization for Release of Information. Each member requested to consent to the release of information will be required to review and sign appropriate forms. Copies will be provided upon request.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the DHC or HUD.

D. Computer Matching

Where allowed, computer matching may be used to verify the accuracy of income reporting.

DHC will use upfront income verification systems, including the use of the HUD established computer based tool for obtaining social security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When the computer matching results in a discrepancy with information in the DHC records, DHC will follow up with the family and verification sources to resolve this discrepancy.

When the family furnishes DHC with a letter or notice from HUD concerning the amount or verification of income, DHC will verify the accuracy of income information contained in the notice and will, as appropriate, change the amount of the Total Tenant Payment, family rent to owners and housing assistance payment; or terminate assistance.

E. Items Requiring Verification

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Full-time student status including high school students who are 18 or over.
- Current assets, including assets disposed of for less than fair market value in the preceding two years.
- Childcare expense when childcare allows an adult family member to be employed, to seek employment, or to further his/her education.

- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
- U.S. citizenship or eligible immigrant status.
- Social Security numbers for all family members six years of age or older who have been issued a number.
- Qualification of preferences.
- Familial/marital status when needed for head or spouse definition.
- Disability status for determination of preferences, allowances or deductions.
- Pregnancy of a woman who applies to live alone as a family.
- Documentation for need of live-in aide.
- Insurance/ownership/tax form ID of property owner.
- Any other information required to ensure program compliance.

F. Verification of Income

Employment Income

Acceptable methods for verifying employment income include, in this order:

- Employment verification form completed by the employer or completed by DHC staff via telephone conversation with employer when staff initiates the call.
- Check stubs or earning statements indicating the employee's gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax return forms.
- Income tax returns signed by the family for verification of self-employment income or income from tips and other gratuities.
- Employers must specify the following on the verification forms:
 - Dates of employment;

- Amount and frequency of pay;
- Date of the last pay increase;
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months;
- Year to date earnings; and
- Estimated income from overtime, tips, bonus pay expected during next 12 months.

When doubt regarding income exists, applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. Referrals to the IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI) and Disability Income

Acceptable methods of verification include, in this order:

- Computer report electronically obtained through an upfront income verification system.
- Benefit verification form completed by agency providing the benefits.
- Award or benefit notification letters provided by the providing agency.
- Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

- Enterprise Income Verification
- Verification form completed by the unemployment compensation agency.
- Computer printouts from unemployment office stating payment dates and amounts.
- Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

- DHC verification form with or without the computer printout completed by payment provider.

- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- Computer-generated Notice of Action.
- Computer generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

- Copy of separation, settlement agreement, divorce decree stating amount and type of support and payment schedules, or court order.
- Payment disbursement report.
- Copy of latest check and/or payment stub from a court trustee. DHC must record the date, amount, and number of the check.
- Notarized letter from person paying the support.
- Family's self-certification of amount received and the likelihood of support payments being received in the future, or self-certification that support payments are not being received.
- If payments are irregular, copy of separation or settlement agreement or divorce decree stating the amount and type of support and payment schedules and one of the following:
 - Statement from agency responsible for enforcing payments demonstrating that the family has filed for enforcement;
 - Welfare notice of action showing amounts received by the welfare agency for child support; or
 - Written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

- IRS Form 1040, including:
- Schedule C (Small Business);
- Schedule E (Rental Property Income); and
- Schedule F (Farm Income).

- Documents such as manifests, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- Credit report or loan application.
- If the applicant/participant is operating a “cash and carry” operation (which may or may not be licensed), DHC will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.
- If the family has filed a tax return, the family will be required to provide it.
- A notarized self-employment certification.

Recurring Gifts

- Self-certification containing the following information:
 - Name of gift-provider;
 - Value of gift;
 - Regularity (dates) of gift; and
 - Purpose of gifts.

Zero Income Status

Families claiming to have no income will be required to file for assistance and execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household. DHC may require a monthly review of a family’s financial status

DHC will request written verification from the agency that the family is not eligible or receiving assistance, i.e., unemployment, AFDC, SSI, etc.

DHC will request information from the IRS.

DHC may check records of other departments in the jurisdiction that have information about income sources of customers.

Full-Time Student Status

- Written verification from the registrar’s office or other school official.

- School records indicating enrollment for sufficient number of credits to be considered a full time student by the educational institution during the current school year.

G. Acceptable Methods for Verification of Income from Assets

Checking and Savings Account Interest Income and Dividends:

- DHC verification forms completed by the financial institution.
- Account statements, passbooks, certificates of deposit.
- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- IRS Form 1099 from the financial institution; provided that DHC adjusts the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements will be verified by:

- Letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months (A copy of the check paid by the buyer to the family is not sufficient, unless a breakdown of interest and principal is shown).
- Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

- IRS Form 1040 with Schedule E (Rental Income).
- Copies of latest rent receipts, leases, or other documentation of rent amounts.
- Documentation of allowable operating expenses of the property: tax statements, insurance invoice, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

H. Acceptable Methods of Verification of Assets

DHC will require the necessary information to determine the current cash value of the asset, i.e. the net amount the family would receive if the asset were converted to cash.

Family Assets

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be reduced from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value

DHC will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, the verification or certification must show:

- All assets disposed of for less than fair market value;
- Date assets were disposed of;
- Amount the family received; and
- Market value of the assets at the time of disposition.

Third party verification will be obtained whenever possible.

I. Acceptable Methods of Verification of Allowable Deductions from Income

Childcare Expenses

- Written verification from the person who receives the payments. If the childcare provider is an individual, a statement of the amount the individual is charging the family for the service. Verifications must specify the name of the childcare provider, address, telephone number, Social Security number, names of children cared for, number of hours cared for, rate of pay, and typical yearly amount paid, including school and vacation periods.
- Family certification as to whether any of the childcare payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with a disability or handicap will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration indicating the amount of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

Attendant Care

- Reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's notarized written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or paycheck stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. DHC may use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

DHC will use mileage at the IRS rate, or cab, bus fare, or other public transportation directly related to medical treatment.

Assistance to Persons with Disabilities

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently, independently to enable another family member to be employed.
- Family certification as to whether it receives reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care

- Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks that the family used to make payments.

Auxiliary Apparatus

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities or handicaps is employed, statement from the employer that the auxiliary apparatus is necessary for employment.

J. Acceptable Methods of Verification of Non-Financial Factors

Legal Identity of Adults

- Current, valid Driver’s License (Photo Only)
- U.S. military discharge (DD 214)
- U.S. passport
- Department of Motor Vehicles Identification Card (Photo only)

- Certificate of Birth, naturalization papers
- Church-issued baptismal certificate
- Voter's registration
- Company/agency identification card
- Hospital records
- Census data

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Legal Identity of Minors

- Certificate of Birth
- Adoption papers
- Custody agreement
- School records

Marital Status

- For divorce, certified copy of the divorce decree, signed by a Court Officer.
- For separation, a copy of court-ordered maintenance or other records.
- For marriage, copy of marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification as follows:

- To verify relationship, official identification showing names or birth certificates.
- To verify guardianship:
 - Court-ordered assignment;
 - Affidavit of parent;
 - Verification from social services agency; or
 - School records.

Examples of a stable family relationship include joint bank accounts or other shared financial transactions, leases or other evidence of prior cohabitation, and credit reports showing relationship.

Permanent Absence of Adult Household Member

- Legal papers documenting a spouse instituted a divorce action.

- Legal papers documenting a spouse instituted a legal separation.
- Order of protection or restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled rent checks, drivers license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or prison stating how long member will be incarcerated, or print out from the offender tracking information system.

Change of Family Composition

The DHC may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspection, landlords, neighbors, school or Department of Motor Vehicles records, and other sources.

Disability

- Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)).
- Verification by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his/her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the DHC hearing is pending.

- Citizens or Nationals of the United States: Signed declaration under penalty of perjury. DHC will not require citizens to provide documentation of citizenship.
- Eligible Immigrants who were Participants and 62 or over on June 19, 1995: Signed declaration of eligible immigration status and proof of age.

- Noncitizens with eligible immigration status: Signed declaration of status and verification consent form and submission of original immigration documents to DHC, which are to be copied and returned to the family. DHC verifies the status through the INS SAVE system. If this primary verification fails to verify status, DHC must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except, in the case of port-in families, if the initial PHA does not supply the documents, the DHC must conduct the determination.

Extension must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstance. The DHC will generally allow up to 60 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Only the following documents are acceptable documents of eligible immigration, unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for a replacement of any of the above documents that shows that the individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept by DHC for five years.

Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members age six and older if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- Driver's license (photo only)
- Identification card issued by a Federal, State, or local agency
- Identification card issued by medical insurance company or provider, including Medicare and Medicaid.
- IRS Form 1099.
- Benefit award letter from government agency.
- Retirement benefit letter.
- Verification of benefits or Social Security Number from Social Security Administration.

New family members age six or older will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the DHC.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the DHC. The applicant or participant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the DHC may grant an extension for an additional 30 days to a total of 60 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states he or she has not been issued a number, the family member will be required to sign a certification to that effect.

Medical Need for Larger Unit

- Written certification that a larger unit is necessary must be through a written certification from a reliable, knowledgeable professional.

Chapter 8

Briefing and Voucher Issuance

A. Introduction

DHC's objectives are to assure that families selected to participate in the Housing Choice Voucher Program are successful in leasing a suitable unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families are determined eligible, DHC will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, DHC procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program, including the benefits of moving outside areas of concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition, income; etc. will be handled.

B. Issuance of Vouchers

When funding is available, DHC will issue Vouchers to eligible applicants. Voucher issuance must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget.

The number of Vouchers issued must ensure that DHC maintains maximum lease-up. DHC performs a monthly calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent DHC can over-issue.

The DHC may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers that are over-issued must be honored. If DHC finds it is over-leased, it must adjust future issuance in order not to exceed the ACC budget limitations over the fiscal year.

C. Briefing Types and Required Attendance

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefing will be conducted in group and/or individual meetings as appropriate.

The purpose of the briefing is to explain the documents in the Voucher Briefing Packet so that the family is fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The DHC will not issue a Voucher to a family unless the household representative (head of household, co-head or spouse) has attended a briefing and signed the Voucher. Applicants who

provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants, who fail to attend two scheduled briefings without prior notification and approval of DHC, may be denied admission based on failure to supply information needed for certification. The DHC will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets will comply with all HUD requirements.

The family is provided with the following information and materials:

- Term of the Voucher and DHC policy for requesting extensions to the term of the Voucher or suspensions of the Voucher.
- Description of the method used to calculate the Housing Assistance Payment and information on Payment Standards and utility allowance.
- Explanation of how the maximum allowable rent is determined, including procedures for determining rent reasonableness.
- Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy, and security.
- Explanation of the portability option.
- Sample of the HUD tenancy addendum.
- Request for Lease Approval form and a description of the procedure for requesting approval for a unit.
- DHC policy on providing information about families to prospective owners.
- Subsidy Standards, including when and how exceptions are made and how unit size listed on Voucher relates to the unit size selected.
- HUD brochure, “A Good Place to Live” on how to select a unit that complies with HQS.
- HUD brochure on lead-based paint and information about where blood level testing is available.
- Information on Federal, State, and local equal opportunity laws, including the pamphlet “Fair Housing: It’s Your Right”. DHC will also include information on reporting suspected

discrimination and the phone numbers of the Local Fair Housing Agency and the HUD enforcement office.

- Family Obligations under the program.
- Grounds for termination of assistance because of family action or failure to act.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the DHC, and the DHC and the owner.

The briefing interview presentation emphasizes:

- Family and owner responsibilities.
- Where a family may lease a unit inside and outside its jurisdiction.
- How portability works for families eligible to exercise portability.
- Advantages to moving to an area with low concentration of poor families if family is living in a high poverty census tract in the DHC jurisdiction.
- Choosing a unit carefully.
- Family Self-Sufficiency Program.
- Homeownership Program.

If the family includes a person with disabilities, DHC will ensure compliance with 24 CFR 8.6 to ensure effective communication.

A written notice will be given to the family explaining that they have a right to select any unit that qualifies for the program and the choice of DHC-owned housing must be made freely.

Owner Briefing

Briefings are held for owners at least once per year. All new owners receive a personal invitation and current owners are notified by mail. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program.

D. Term of Voucher

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between DHC and the family and specifies the rights and responsibilities of each party. It does not constitute admission to the program.

Expirations

The Voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by DHC.

If the Voucher expires and is not extended by the DHC, or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, it may remain as a participant in the unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval (RLA) is received, the term of the Voucher will be suspended until a lease and contract have been executed for the unit or DHC determines that leasing the unit is not feasible. If the unit cannot be leased DHC will change the expiration date on the voucher and provide the family the same number of search days which remained in the term on the date the RLA was submitted.

Extensions

A family may request an extension of the Voucher time period, in two 30-day increments. All requests for extensions must be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the DHC up to a maximum of 60 days, primarily for these reasons:

- Extenuating circumstances, such as hospitalization or family emergency, which has affected the family's ability to find a unit within the 60-day period. Verification is required.
- DHC is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the DHC, throughout the initial 60-day period. A completed search record is required.
- Family was prevented from finding a unit due to the need to locate an accessible unit to accommodate a disabled family member or to the family's need for a unit with four or more bedrooms. A completed search record is required as part of the verification.
- If the vacancy rate for rental housing in the jurisdiction is less than 5%, two extensions will be granted automatically upon request to a total of 60 days.

Upon receiving satisfactory documentation of one of the above, DHC will provide extensions of 30 days.

E. Assistance to Voucher Holders During Search

Families who require additional assistance during their search may call the DHC to request assistance. Voucher holders will be notified at the briefing that the DHC periodically updates the listing of available units and how the updated list may be obtained. The DHC will assist families with negotiations with owners and provide other assistance related to the families' search for housing, including assistance in locating units outside of areas of concentration. After the first 60 days, the family is required to maintain a search record and report to DHC every ten days.

F. Voucher Issuance Determination for Split Households

When a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, DHC shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household at issuance (listed on the initial application).
- Composition of the new family units, including which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, DHC will terminate assistance on the basis of failure to provide information necessary for a recertification.

G. Retention of Voucher for Remaining Member of Tenant Family

To be considered the remaining member of the tenant family, the person must have been previously approved by DHC to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member, the court must have awarded emancipated minor status to the minor, or DHC has to have verified that the appropriate agency has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period. A reduction in family size may require a reduction in the Voucher size.

CHAPTER 9: REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

A. INTRODUCTION

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of DHC. If the family qualifies for portability, it may search for a unit outside of DHC's jurisdiction. The family must find a dwelling that meets the program requirements, and the owner or landlord must be willing to enter into a *Housing Assistance Payment Contract* (HAP contract) with DHC. This Chapter defines the types of eligible housing and DHC policy regarding initial inspections, lease requirements, owner disapproval, and the processing of *Requests For Tenancy Approval* (RFTA).

B. REQUEST FOR Tenancy APPROVAL

The RFTA and a copy of the proposed Lease must be submitted by the family during the term of the Voucher.

The RFTA must be signed by both the owner and Voucher-holder.

DHC will not permit the family to submit more than one RFTA at a time.

Approval of RFTA

DHC will review the RFTA to determine whether or not it will be approved. The request will be approved if:

- *Total Tenant Payment* is within 40% of the family's adjusted monthly income
- the dwelling is an eligible type of housing
- the dwelling meets HUD's *Housing Quality Standards* (and any additional criteria as identified in this *Administrative Plan*)
- the rent is reasonable
- the security deposit amount is approvable (pursuant to State law)
- the proposed lease complies with HUD and DHC requirements as well as State and local law
- the owner is approvable, and there are no conflicts of interest

Disapproval of RFTA

If DHC determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. DHC will instruct the family of the steps that are necessary to approve the request. The family will be given five calendar days to submit an approvable RFTA from the date of disapproval.

If, for any reason, a RFTA is not approved, DHC will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

C. ELIGIBLE TYPES OF HOUSING

DHC will approve any of the following types of housing in the Voucher program:

- all structure types can be utilized
- manufactured homes where the tenant leases the mobile home or the pad
- independent group residences
- congregate facilities (only the shelter rent is assisted)
- *Single-Room Occupancy* dwellings
- units owned (but not subsidized) by DHC (following HUD-prescribed requirements)

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad.

A family may lease and have an interest in a cooperative housing development.

Unless its lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister, or brother of any family member. DHC will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

DHC may not permit a Voucher holder to lease a unit, which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

The DHC will not approve:

- unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above
- nursing homes or other institutions that provide care
- school dormitories and institutional housing

- any other types of housing prohibited by HUD

D. LEASE REVIEW

DHC will review the lease, particularly noting the approvability of optional charges and compliance with regulations and Detroit law. Responsibility for utilities, appliances, and optional services must correspond to those provided on the RFTA.

Owners may either submit their own lease or permit DHC to furnish the lease. In cases where the owner's lease is used, the HUD tenancy addendum must be attached and executed.

DHC encourages owners to use a sample lease provided by the DHC, which includes the HUD-mandated language. House Rules of the owner may be attached to the lease as an addendum, provided they must be approved by DHC to ensure they do not violate any fair housing HUD Provisions.

E. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for appliances (other than HQS requirements such as utilities, range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the DHC.

Any appliances, services, or other items routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage), or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. With regard to a separate agreement, the family must have the option to not use the service, appliance, or other item. DHC is not liable for unpaid charges for items covered by separate agreements, and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the DHC. If agreements are entered into at a later date, they must be approved by the DHC and attached to the lease.

DHC will approve agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling. If the owner makes modifications to the unit, the costs should be recovered through the rent collected,

not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

F. INITIAL INSPECTIONS

See Chapter titled Housing Quality Standards and Inspections.

G. RENT LIMITATIONS

DHC will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

In addition, even when the rent is determined to be reasonable within local rental market conditions, the family may not enter into a lease for the unit if the total tenant payment for the unit will be greater than 40% of the family's adjusted monthly income.

If the proposed *Gross Rent* is not reasonable or the TTP will exceed 40% of the family's adjusted monthly income, at the family's request, DHC will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved by taking the above steps, DHC will continue processing the RFTA and the Lease. If the revised rent involves a change in the provision of utilities, a new RFTA must be presented to DHC.

If the owner does not agree on the *Contract Rent* after DHC has tried and failed to negotiate a revised rent, DHC will inform the family and owner that the lease is disapproved.

H. SECURITY DEPOSIT REQUIREMENTS

Leases Effective on or after October 2, 1995

Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by Detroit law.

Leases Effective Prior to October 2, 1995

The amount of security deposit an owner could have collected under contracts effective prior to October 2, 1995 is an amount not to exceed one month's rent at move-in.

I. INFORMATION TO OWNERS

DHC is required to provide prospective owners with the address of the applicant and if known, the names and addresses of the current and previous landlords. DHC will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

DHC will inform owners that **it is the responsibility of the landlord to determine the suitability of prospective tenants**. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

Upon written request from a prospective landlord, DHC will provide any of the following information regarding a family's tenancy history during the past five years based on documentation in DHC's possession relating to:

- eviction history
- damage to rental units
- other aspects of tenancy history; including timely rental payments
- housekeeping (if known)
- drug trafficking by family members

The information will be provided in writing. Only supervisory staff may provide this information. DHC's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

J. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party.

DHC may disapprove the owner for any of the following reasons:

- Owner has a history or practice of failing to terminate the tenancy of residents occupying units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - threatens the right to peaceful enjoyment
 - threatens the health or safety of other residents, of employees of the PHA or of owner employees or other persons engaged in management of the housing
 - threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity or the premises
 - is drug-related criminal activity or violent criminal activity
- owner has violated obligations under the HAP contract, including but not limited to:
 - having a history or practice of non-compliance with the HQS for units leased under the Section 8 programs

- having a history or practice of renting units that fail to meet local housing codes
- committing fraud, bribery, or any other corrupt act in connection with the Section 8 program or any other federal housing program
- engaging in any drug-related criminal activity or any violent criminal activity
- not paying State or City real estate taxes, fines or assessments, water and sewerage bills
- owner has a conflict of interest as described in HUD regulation 24 CFR 982.161(a) and would therefore be unable to enter into a contract with DHC; or owner is employed by DHC as a member of the Section 8 Program staff or is a DHC Commissioner
- when HUD has informed DHC that disapproval is required because:
 - owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24
 - federal government has instituted an administrative or judicial action against the owner for violating the *Fair Housing Act* or other federal equal opportunity requirements and such action is pending
 - court or administrative agency has determined that the owner violated the *Fair Housing Act* or other federal equal opportunity requirements

Before imposing any penalty against an owner, DHC will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, DHC may restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. DHC may terminate some or all contracts with the owner.

If the landlord has been overpaid as a result of fraud, misrepresentation, or violation of the Contract, DHC may terminate the Contract and arrange for restitution to DHC or the family, as appropriate.

K. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the *Total Tenant Payment* (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, DHC need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

L. CONTRACT EXECUTION PROCESS

DHC prepares the HAP contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and DHC will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. DHC will retain a copy of all signed documents.

For new owners, the documents are signed at a *Signature Briefing* attended by the owner, family, and a representative of the DHC. The briefing covers the responsibilities and roles of the three parties.

DHC makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term, and no payments will be made until the contract is executed.

The following DHC representatives are authorized to execute a contract on behalf of the DHC: Executive Director or his designee.

Each owner must provide the following information to DHC:

- current address of residence (not a Post Office box)
- business and home telephone number
- employer Identification Number or Social Security Number
- copy of Driver's License or other photo identification
- proof of ownership of the property, Grant Deed and Tax Bill or water and sewer bill
- copy of the Management Agreement, if property is managed by a management agent
- copy of the current insurance policy

M. CHANGE IN OWNERSHIP

A change in ownership requires execution of a new contract.

DHC will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

DHC must receive a written request by the old owner in order to change the HAP payee and address to which payment is to be sent.

Chapter 10

Housing Quality Standards and Inspections

A. Introduction

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract. DHC will inspect each unit under contract at least annually. DHC will also perform a quality control inspection of the SEMAP required percentage of all units under contract annually to maintain DHC's required standards and to ensure consistency.

HQS standards may be enhanced by DHC, provided that by doing so, DHC does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and DHC requirements. This Chapter describes DHC's procedures for performing HQS and other types of inspections and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family and the consequences of non-compliance with HQS requirements for both families and owners.

B. Guidelines/Types of Inspections

DHC has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. All units must meet the minimum standards set forth by the State of Michigan. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service at the initial inspection. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner to have the utilities turned on. The Inspector must return to certify that the utilities are on.

The stove and refrigerator must be present when the unit is inspected.

There are five types of inspections the DHC will perform:

- Initial/Move-in
- Annual
- Special/Complaint
- Move-Out/Vacate
- Quality Control

Initial/Move-In Inspections

The Initial/Move-In Inspection is conducted to:

- Determine if the unit and property meet HQS, as defined in this Plan.
- Document the current condition of the unit to assist in future evaluations to determine whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent reasonableness.

DHC will conduct the initial inspection within a reasonable time after receiving a RFTA from the family. Every effort will be made to conduct the inspection within 15 days of receiving the RFTA.

If the unit fails the initial HQS inspection, the family and owner will be advised to notify DHC once repairs are completed. The owner will be given up to 30 days to correct the deficiencies identified depending on the amount and complexity of work to be done.

The owner will be allowed up to two re-inspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

Annual Inspections

The DHC conducts HQS inspections at least annually, at least 60 days prior to the anniversary of the previous inspection. Special inspections may be scheduled between anniversary dates.

HQS deficiencies that cause a unit to fail must be corrected by the landlord, unless the tenant is responsible for the deficiency.

The family must allow the DHC to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are on business days only between the hours of 9:00 a.m. and 4:00 p.m. Exceptions may apply. DHC will notify the family in writing at least seven days prior to the inspection.

The family is notified of the date and time of the inspection appointment by mail. If an adult member of the family is unable to be present, they must reschedule the appointment so that the inspection is completed within ten days.

If the family does not contact DHC to reschedule the inspection, or the family misses three inspection appointments, DHC will consider the family to have violated a Family Obligation and its assistance will be terminated in accordance with the termination procedures in the Plan.

When the inspection has been completed, the owner and the family will be informed in writing of any items that failed to meet HQS standards. The failed items must be repaired or replaced prior to DHC re-inspection to certify completion of the required work, and the owner must notify DHC when the repairs have been completed.

Re-inspection

The family is mailed a notice of the re-inspection appointment. If an adult family member is not at home for the re-inspection appointment, a card will be left at the unit, and the tenant is responsible to call for another appointment.

The family is also notified that it is a Family Obligation to allow DHC to inspect the unit. If the family was responsible for a breach of HQS identified in this Plan, they will be advised of its responsibility to correct the deficiency.

If the Inspector is unable to gain access to the unit for the re-inspection, HAP payments are abated as of the first day of the month following the re-inspection. HAP payments cannot begin again until the inspector is able to enter the unit and determine that the unit meets HQS standards. If the inspector has been unable to gain access at the time of the second attempt to conduct a re-inspection, the owner will receive Notice of Contract Termination.

If the family is responsible for the HQS failure and has failed to make the required correction, the family will receive a Notice of Termination of Assistance.

Time Standards for Repair

Emergency items that endanger the family's health or safety must be corrected within 24 hours of notification.

For non-emergency items, repairs must be made within 30 days.

Rent Increases

DHC will conduct an inspection using HQS and other standards approved in this Administrative Plan at least annually prior to the date of the last inspection. Rent increase requests will not be approved if the unit is in a failed condition.

Special/Complaint

If at any time a family, owner, agency, or third party requests a special inspection, DHC will conduct an inspection. DHC will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

Move-Out/Vacate

A move-out inspection will be performed at the landlord's request if a claim is to be submitted for a contract effective before October 2, 1995.

Quality Control

Quality Control inspections will be performed on at least the number of files required under SEMAP, of the units inspected by each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of the HQS.

C. Emergency Repair Items

Emergency repair items must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Housing Inspector. Items considered to be of an emergency nature include but are not limited to the following.

- Lack of security for the unit.
- Waterlogged ceiling in imminent danger of falling.
- Major plumbing leaks or flooding.
- Natural gas leak or fumes.
- Electrical problem, which could result in shock or fire.
- No heat between October 15 and April 15.
- No running hot water.
- Broken glass where someone could be injured.
- Obstacle that prevents tenant's entrance or exit.
- Lack of functioning toilet.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to complete the repair, proper authorities will be notified by DHC.

If the emergency repair item(s) are not corrected in the time period required by DHC, and the owner is responsible, the HAP payment will be abated and the HAP contract may be terminated.

If the emergency repair item(s) are not corrected in the time period required by the DHC, and it is an HQS breach, which is a family obligation, DHC will terminate the assistance to the family and the owner's payment will not be abated for the month following breach of HQS.

D. Determination of Responsibility

The family is responsible for breaches of HQS caused by:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances; and
- Damages to the unit or premises caused by a household member or guest beyond normal wear and tear, as defined in this Administrative Plan.

The owner is responsible for all other HQS violations.

The owner is responsible for eliminating vermin infestation, even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. DHC may terminate the family's assistance on that basis.

The inspector will make the determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination through an informal hearing within 10 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

E. Consequences if Owner is Responsible-Non-Emergency Items

When it has been determined that a unit on the program fails to meet HQS, and the owner is responsible for completing the necessary repair(s), DHC will conduct a re-inspection to insure repairs are completed within the time period specified by DHC. If repairs are not completed within the time period specified, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective on the first day following the date of the failed re-inspection.

The DHC will inspect abated units within five days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The family will be notified of the re-inspection date.

No retroactive payments will be made to the owner for the period of time while the rent was abated and the unit did not comply with HQS.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the reinspection, the owner will be sent a HAP Contract Proposed Termination Notice with the Notice of Abatement. The abatement will remain in effect until repairs are completed or the contract is terminated.

If repairs are completed the owner or the tenant must notify DHC and request an inspection before the effective termination date. If the unit is in compliance with HQS, the termination will be rescinded by DHC if the tenant chooses to remain in the unit. Only two HQS inspections will be conducted after the termination notice is issued.

Extension

DHC may grant an extension in lieu of termination of assistance in the following cases:

- Owner has a good history of HQS compliance.
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
- The repairs must be delayed due to climate conditions.

The extension will be made at the discretion of DHC for a period of time not to exceed 30 days. At the end of the extension, if the work is not completed, DHC will terminate the contract and the tenant will be issued a voucher. DHC may on a case-by-case basis issue a longer extension.

F. Consequences if Family is Responsible

If non-emergency violations of HQS are determined to be the responsibility of the family, DHC will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, DHC will terminate assistance to the family. Extensions are approved on a case-by-case basis by the Executive Director or his/her designee. The owner's rent will not be abated for items, which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

Owner Rents, Rent Reasonableness, and Payment Standards

A. Introduction

DHC is responsible for ensuring that the rents charged by owners are reasonable based upon objective comparables in the rental market. DHC will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. DHC will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. DHC will provide the owner with information concerning rent adjustments.

This chapter explains DHC's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

B. Owner Payment in the Voucher Program

The payment to the landlord, called the Housing Assistance Payment, is the lower of the:

1. Payment Standard minus the Total Tenant Payment, or
2. Gross rent minus the Total Tenant Payment.

The Voucher size issued to the family is based on DHC's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment may never exceed the rent charged by the owner.

C. Making Payments to Owners

Once the HAP Contract is executed, DHC begins processing payments to the landlord. The effective date and the amount of DHC payment are communicated in writing via the executed HAP Contract. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Payments are disbursed by DHC Finance Department to the owner each month.

Payments will only be disbursed on the first of the month. Exceptions may be made with the approval of the Executive Director in cases of hardship.

Payments are due to owners on the first of the month. Any payment after the first payment under a contract will be considered late if it has not been postmarked by the 10th of the month. Payments that are not received will not be replaced until a stop payment has been processed.

D. Rent Reasonableness Determinations

DHC will not approve a lease until DHC determines that the initial rent to owner is a reasonable rent. DHC will re-determine rent reasonableness whenever an owner requests an increase in the rent for a Voucher unit. DHC must also re-determine rent reasonableness if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

DHC must also re-determine rent reasonableness if directed by HUD and based on a need identified by DHC's auditing system. DHC may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by DHC.

DHC will determine and document on a case-by-case basis that the approved rent:

- Is reasonable in comparison to rent for other comparable, unassisted units in the market, and
- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are indicated by zip code within DHC's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

At least three comparables of unassisted units will be used for each rent determination. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 360 days.

E. Voucher Program Payment Standards

The Payment Standard is used to calculate the housing assistance payment for a family. The Payment Standard is set by DHC between 90% and 110% of the FMR/exception rent. DHC reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, DHC will ensure that the Payment Standard is within the range of 90% to 110% of the new FMR.

Adjustments to Payment Standards

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families rents affordable. The DHC will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the DHC raise Standards if the need is solely to make “high end” units available to Voucher holders.

DHC will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD’s requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 90% to 110% of the current Fair Market Rent. In a volatile market, it is DHC’s discretion as to whether to make the change immediately or to wait until the time of the annual review.

DHC may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard:

Assisted Families’ Rent Burdens: DHC will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

Availability of Suitable Vacant Units Below the Payment Standard: DHC will review its rent reasonableness and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard in areas without minority- and/or poverty concentration.

Quality of Units Selected: DHC will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

DHC Decision Point: DHC will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than 25%. If more than 50% of families have selected above-average units or have selected larger units than the Voucher size, DHC may elect not to increase the Payment Standard or continue the analysis.

If the analysis continues, DHC will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than 25% above the average, in any bedroom

size, the DHC will continue the analysis. If not, the DHC may elect not to increase the Payment Standard for certain bedroom sizes.

Rent to Owner Increases: DHC may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing: DHC may consider the average time period for families to lease up under the Voucher program. If more than 50% of voucher holders are unable to locate suitable housing within the term of the voucher and the DHC determines that this is due to 50% of rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the payment standard may be adjusted.

Rent Reasonableness Database/ Average Contract Rents: DHC will compare the Payment Standards to average rents in its rent reasonableness data and to the average Contract Rents by unit size. The Payment Standards should reflect these amounts.

Lowering of the Payment Standard: Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition, which would affect their Voucher size.

Financial Feasibility: Before increasing the Payment Standard, the DHC may review the budget and the project reserve; to determine the impact projected subsidy increases would have on available funding for the program and number of families served. For this purpose, the DHC will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation: A file will be retained by the DHC for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. Exception Payment Standards

DHC may request HUD approval to establish a Payment Standard that is higher or lower for a designated area of the city. DHC will submit a request for a lower payment standard if it determines that a lower payment standard is justifiable based on market data from that area and establishing a lower standard would enable DHC to provide housing assistance to more families.

DHC will request a higher (exception) payment standard for all units, or all units of a given size, within a designated area of the city if it determines that a higher Payment Standard is needed to help families obtain housing outside areas of high poverty.

G. Payment Standards for a Family

Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to owner has decreased, or (2) the Payment Standard at the current or most recent annual exam. If a change in family size or composition occurs affecting the Voucher size, the ability to use the initial Payment Standard will be changed to reflect the appropriate eligibility size for the family.

Interim Examination

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on DHC's interim policy, DHC will not apply any change in payment standard until the date of the next regular reexamination.

Moves

If the family moves into a different unit prior to its next reexamination and DHC has had a change in the payment standard, the new payment standard will be used. The applicable payment standard will be the lower of either the family voucher size issued, or the payment standard of the unit size selected at the time of the move.

H. Rent Adjustments

Voucher Rent Adjustments

Owners may not request rent adjustments in the Voucher program to be effective prior to the expiration of the first year of the lease. Rent adjustments therefore are effective only after a 60-day written notice to the family and a copy to DHC. DHC will advise the family as to whether the rent is reasonable and may approve or disapprove the rent increase.

Chapter 12

Reexaminations

A. Introduction

DHC will re-examine the income and household composition of all families at least annually. Annual and interim examinations will be processed in a manner that ensures families are given reasonable notice of decreases in the Housing Assistance Payment (HAP) and corresponding increases in tenant rent. This Chapter describes DHC's policy for performing annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

B. Annual Activities

(24 CFR 982.516, 982.405)

There are three activities performed by DHC at least once every year:

1. Reexamination of income and family composition
2. HQS Inspection
3. Rent to owner Adjustment

C. Annual Reexaminations (24 CFR 982.516)

DHC reexamines each family's income and composition at least once a year. This annual reexamination is done to determine the continued eligibility of the family, and to establish the housing assistance payment (HAP) that will be made by DHC, on behalf of the family, to the landlord.

Frequency of Annual Reexaminations

The effective date of the annual reexamination is set to match the anniversary date of the HAP contract. This is done first, to ensure every family's reexamination takes effect within a 12-month period, and second, to allow the effective date of changes in HAP, resulting from the reexamination process, to coincide with the anticipated effective date of any changes in the rent to owner if approved by DHC.

Moves Between Reexaminations

When families move to another dwelling, the anniversary date for the next annual reexamination will be changed to the date when the new HAP contract is approved and signed.

Income limits are not used as a test for continued eligibility at reexamination, unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

DHC maintains a reexamination tracking system that provides for supervisory monitoring of the timely initiation, progress, and completion of each reexamination. During reexamination, each family is required to attend an in-person interview with DHC staff. However, when necessary reexaminations may be performed by mail.

The family will be notified by mail of the reexamination interview, and of additional reexamination requirements, at least 90 to 120 days in advance of the anniversary date. Families are notified of the date of the interview, the location, and what documents are required for the interview. Other items will be mailed and must be returned date stamped to be considered by DHC.

Persons with Disabilities

If requested as an accommodation by a person with a disability, DHC, to the extent feasible, will provide the notice in an accessible format. DHC will also mail the notice to a third party, if requested as a reasonable accommodation for a person with disabilities.

Persons with disabilities who are unable to attend the reexamination interview will be granted an accommodation which includes, but is not limited to, performing the interview by mail, at the person's home, or at another location, as requested by the family, upon verification that the accommodation requested meets the need presented by the family.

Documents Required from the Family

In the notification letter to the family, DHC will include instructions for the family to present the following information to DHC staff during the reexamination interview:

- Documentation of all assets
- Documents to support any preference claims
- Documentation of any deductions or allowances
- Documentation of income for all family members
- Personal Declaration Checklist Completed by Head of Household
- Form HUD 9886 Authorization for Release of Information/Privacy Act Notice

Collection of Information (24 CFR 982.516(f))

DHC will require the family to complete a Personal Declaration Checklist prior to the completion of the annual reexamination. DHC will mail the form and any other required documents to the family along with notification of annual reexamination letter. This letter will specify the date and time by which the family must return their documents to DHC.

Requirement to Attend the Annual Reexamination Interview

The written notification will state which family members are required to attend the interview. All adult household members over the age of 18 must attend the interview. If there is a scheduling conflict, the family, has up to ten days prior to the interview, to call DHC and request another appointment. The head of household is required to attend the reexamination interview. If the head of household is unable to attend, the appointment will be rescheduled. When reexaminations are performed by mail, family members will not be required to attend an interview.

Failure to Attend the Reexamination Interview

If the family does not appear for the interview, and has not rescheduled, or made prior arrangements, then DHC will schedule a second appointment. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, DHC will terminate assistance to the family and offer them an informal hearing.

Exceptions to this policy may be made by the Assisted Housing Director or corresponding designee if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or, if requested, as a reasonable accommodation for a person with a disability.

Verification of Information

DHC will follow the verification procedures and guidelines described in another Chapter of this Administrative Plan. Verification documents for reexaminations must be current within 120 days of the submission deadline date stated in the family's initial notification letter.

Tenant Rent Increases- DHC must approve.

If a family's tenant rent increases, then a 30-day notice is mailed to the family prior to the anniversary date. If less than thirty days are remaining before the anniversary date, then the tenant rent increase will be effective on the first of the month following the 30-day notice. If there has been a misrepresentation or a material omission by the family, or if the family caused a delay in the reexamination processing, the rent increase will be effective on the anniversary date regardless of whether the family has been given 30 days notice or the anniversary date has already passed and the increase must be imposed retroactively.

Tenant Rent Decrease

If tenant rent decreases, it will be effective on the anniversary date. If the family causes a delay so that the processing of the reexamination is not completed by the anniversary date, a rent decrease will be effective on the first day of the month following completion of the reexamination processing by DHC.

Notification of Annual Reexamination Results

DHC will notify the family and the owner of the results of the annual reexamination in writing. Decreases in the family's share of the rent are effective on the first day of the month following the change. Increases are effective on the first day of the month after at least a 30-day prior notice has been given to the family announcing the increase in the tenant's share of rent payment. The notice will inform the family and the owner of the amount and effective date of the new HAP, the amount and effective date of the new family share of the rent, and the amount and effective date of the new rent to owner.

If the family's total tenant payment (TTP) increases as a result of the reexamination, the assisted family will have opportunity for an informal hearing. DHC will follow the verification procedures and guidelines described in this Administrative Plan. Verifications for reexaminations must be less than 120 days old.

Families Ineligible for Continued Assistance

If the annual reexamination results in zero HAP, the family may continue as a program participant for six months from the date of the reexamination effective date. During that period the HAP contract between the PHA and the owner remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, then DHC will conduct an interim reexamination and reinstate assistance. At the end of six months, however, if the subsidy has not been restored, the HAP contract will terminate. DHC will then provide both the family and the owner with 30 days of advance written notice of the proposed termination and of the opportunity to request an informal hearing.

Interim Reexaminations (24 CFR 982.516)

Interim examinations are performed at any time when deemed necessary—for example, to account for seasonal or irregular income, to balance staff workload, or for other good reasons. Interim examinations are also performed when a family makes a request for one, or when family reported fluctuations (in income or composition) require an interim reexamination. DHC will use the results of interim examinations to adjust total tenant payment, and continue to provide accurate levels of housing assistance to the owner, on behalf of the family. In each instance mentioned above, both the family and the owner will receive a written notification of the results of the reexamination.

D. Reporting Interim Changes

When a family experiences a change in either income, or family composition, they must report the change within 30 days of its occurrence. The family must also include, at the time they report their changes to DHC, any information, document, or signature needed to verify that a change has occurred. If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting. See the section below titled, "Changes not reported in a timely manner."

Increases in Income and Assets

DHC may perform interim reexaminations when families experience an increase in income. Families, however, are still required to report all increases in income or assets of all of the household members to DHC in writing within 30 days of the increase.

Decreases in Income

Families must report a decrease in income and any other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. DHC will calculate the change if a decrease in income is reported.

DHC Errors

If DHC makes a calculation error either at admission to the program, or at an annual reexamination, it will perform an interim reexamination to correct the error and no retroactive charge will be applied to the family.

Changes in Family Composition

HUD requires program participants to report all changes in household composition to DHC between annual reexaminations. This includes additions due to birth, adoption, marriage, and court-awarded custody. All changes in family composition must be reported within 30 days of the occurrence. The family must obtain DHC's and the owner's written approval prior to all other additions to the household.

DHC will approve additions to the household in the following cases:

- Addition due to birth, adoption or court-awarded custody
- One additional bedroom for a DHC-approved live-in attendant
- Addition by marriage/or marital-type relation, if issued a zero bedroom sized subsidy
- Addition of a minor who is a member of the family, and had been living elsewhere.

If any new family member is added, family income must include any income of the new family member. DHC will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size. If a change requires a larger size unit due to overcrowding, DHC will issue a Voucher for the family to search for a new unit.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after the new member moves into the unit.

DHC may deny a family's request to add additional family members who:

- Have been evicted from public housing
- Do not meet DHC's definition of family
- Commit drug-related criminal activity or violent criminal activity

- Have engaged in or threatened abusive or violent behavior toward DHC personnel
- Have been part of a family whose assistance has been terminated under voucher program
- Have previously violated a family obligation listed in 24CFR982.51 of HUD regulations
- Commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- Have been convicted of manufacturing methamphetamine on the premises of a dwelling where voucher subsidy is provided to the tenant
- Currently owe rent or other amounts to DHC or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act

DHC may also deny a family's request to add additional family members, if the addition will cause the family to be under housed and require a larger unit size.

Families are required to notify DHC if any family member leaves the assisted household. When the family notifies DHC, it must furnish the following information within ten business days:

- The date the family member moved out
- Documentation of the new address of the family member
- Court documents verifying divorce, separation or new custody arrangements

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification. Any changes reported by participants other than those listed in this section will be noted in the file by the staff person and may not be processed between regularly scheduled annual reexaminations.

In instances where fraud is suspected, an interim recertification of the family may be required. Form HUD-50058 will be completed and transmitted as required by HUD to record changes. The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by DHC. If the family disagrees with the rent adjustment they may request an informal hearing.

Income Changes Resulting from Welfare Program Requirements (24 CFR 5.615)

DHC will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefits reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they receive benefits for welfare or public assistance from a state or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of Imputed Welfare Income

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

The amount of imputed welfare income is determined by DHC, based on written information supplied to DHC by the welfare agency, including:

1. The reason for the reduction
2. The term of the benefit reduction
3. The amount of the benefit reduction
4. Subsequent changes in the term or amount of the benefit reduction

The family’s annual income will include the imputed welfare income, as determined at the family’s annual or interim reexamination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of the imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

DHC will obtain written verification or verbal phone verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements before denying the family’s request for rent reduction.

DHC will rely on the welfare agency’s written notice or verbal phone verification regarding welfare sanctions.

Notification Procedures When Interim Changes Reported Affect Tenant Rent

DHC will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Changes Reported in Timely Manner (24 CFR 982.516(c))

Increases in the Tenant Rent are effective on the first of the month following at least a 30-day notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change occurred. No rent reductions will be processed, however, until all the facts have been verified, even if a retroactive adjustment results.

Changes Not Reported in a Timely Manner

If the family does not report the change in a timely manner, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by DHC and not retroactively.

Changes Not Processed by DHC in a Timely Manner

“Processed in a timely manner,” means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by DHC in a timely manner.

Increases in Tenant Rent will be effective after the required 30-day notice prior to the first of the month after completion of processing by the DHC.

Decreases in Tenant Rent: The overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

Chapter 13

Moves with Continued Assistance/Portability

A. Introduction

HUD regulations permit families to move with continued assistance to another unit within DHC's jurisdiction, or to a unit outside of DHC's jurisdiction under portability procedures. The regulations also allow DHC the discretion to develop policies, which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of the DHC's jurisdiction, and the policies for restriction and limitations on moves.

B. Allowable Moves

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because DHC has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- The family has given proper written notice of lease termination to the owner and provided a copy to DHC (if the family has a right to terminate the lease on notice to owner).

C. Restrictions on Moves

Families will not be permitted to move within Detroit or outside DHC's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period (unless required to do so by DHC to meet HQS or other program standards). See the Administrative Plan Chapter on Housing Quality Standards.

DHC will deny permission to move if there is insufficient funding for continued assistance.

DHC may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes money to DHC.
- The family has moved or been issued a Voucher within the last six months.
- The Executive Director or designee may make exceptions to these restrictions on a case-by-case basis to minimize family hardship.

D. Procedure for Moves

Issuance of Voucher

Upon request from the family, DHC will schedule the family for interview. If the family has not been recertified within the last 120 days, DHC will conduct the recertification prior to the interview and will issue the Voucher at the recertification interview.

If the family does not locate a new unit, it may remain in the current unit so long as the owner provides written permission and provides a copy to DHC.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and DHC proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate (or fewer if so specified in the lease) and must give a copy of the vacate notice to DHC simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In any other move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract.

E. Portability

Portability applies to families moving into or out of DHC's jurisdiction. Under portability, families are eligible to receive assistance to lease a unit outside of DHC's jurisdiction. The unit may be located:

- In the same state as the DHC.
- In the same metropolitan statistical area (MSA) as the DHC, but in a different state.
- In a MSA adjacent to the MSA of the DHC, but in a different state.
- In the jurisdiction of a PHA anywhere within the United States that administers a tenant based program.

F. Outgoing Portability

When a family requests to move outside of the DHC's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, DHC will choose the receiving PHA.

If the family is moving to a unit located in an area where there is no PHA, DHC will be responsible for the administration of the family's assistance. In such a situation, DHC will choose a management company, another PHA, or a private contractor to administer the assistance.

Restrictions on Portability

Families will not be permitted to exercise portability under the following circumstances:

- During the initial 12-month period after admission to the program, if neither the head, spouse or co-head had a domicile (legal residence) in DHC's jurisdiction at the date of their initial application for assistance.
- If the family is in violation of a family obligation.
- If the family owes money to DHC.
- DHC has the authority to deny a family's request to move under the portability procedures to a unit in another jurisdiction that would require DHC to pay a higher subsidy cost for the same family's assistance if DHC determines it does not have sufficient funding available under the existing calendar year budget and the receiving PHA will not absorb the family.

Outgoing Portability Procedures

DHC will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the DHC will determine if the family is within the very low-income limit of the receiving PHA.

DHC will notify the receiving PHA that the family wishes to relocate into its jurisdiction.

DHC will advise the family on how to contact and request assistance from the receiving PHA and will notify the receiving PHA that the family will be moving into its jurisdiction.

DHC will provide the following documents and information to the receiving PHA:

- Family Portability Form HUD 52665
- Copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

- Most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Names of DHC staff designated for inquiries on eligibility and billing.
- Administrative fee schedule for billing purposes.

The receiving PHA must notify DHC whether:

- It will absorb the family into its program.
- Family leases up or fails to submit a RFTA by the required date.
- Assistance to the portable family is terminated.
- Family requests to move to an area outside the receiving PHA's jurisdiction.

Payment to the Receiving PHA

DHC will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other jurisdictions. Payments for families in other jurisdictions will be made to other PHA's when billed or in accordance with other HUD approved procedures for payment.

When billed, DHC will reimburse the receiving PHA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contracts effective prior to October 2, 1995, and 80% of the Administrative Fee (at the initial PHA's rate), and any other HUD-approved fees.

Claims

DHC will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. DHC will notify the receiving PHA if the family is in arrears or if the family has refused to sign a repayment agreement, and the receiving PHA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving PHAs will be required to submit hearing determinations to DHC within 10 days.

G. Incoming Portability

Absorption or Administration

DHC will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher based on the availability of funding. If administering, the family will be issued a "Portability" Voucher by DHC with the same start date. DHC may grant extensions in accordance with this Administrative Plan.

When DHC does not absorb the incoming Voucher, it will administer the initial PHA's Voucher and DHC's policies will prevail.

For initial lease-up, the family must be within DHC's Very-Low Income limits.

DHC will issue a "Portability Voucher" according to its own Subsidy Standards. If the family has a change in family composition that would change the Voucher size, DHC will change to the proper size based on its own Subsidy Standards.

DHC will decide whether to extend the "Portability Voucher" and for what period of time. If the family decides not to lease-up in DHC's jurisdiction, however, the family must request an extension from the initial PHA.

Income and TTP of Incoming Portables

As receiving PHA, DHC will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If DHC conducts a recertification of the family, it will not cause a delay in the issuance of the voucher.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the DHC's jurisdiction, the DHC will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Lease Approval

A briefing will be mandatory for all portability families.

When the family submits an RFTA, it will be processed using DHC's policies. If the family does not submit an RFTA or does not execute a lease, the initial PHA will be notified by DHC within 15 days of the expiration of the initial voucher.

If the family leases up successfully, DHC will notify the initial PHA within 15 days, and the billing process will start.

If the DHC denies assistance to the family, the DHC will notify the initial PHA within 15 days and the family will be offered a review or hearing.

DHC will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside of DHC's jurisdiction under continued portability.

Terminations

DHC will notify the initial PHA in writing of any termination of assistance within 15 days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by DHC, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies the DHC that the family is in arrears or the family has refused to sign a repayment agreement, DHC will terminate assistance to the family.

Required Documents

As receiving PHA, DHC will require the documents listed on the HUD Portability Billing Form from the initial PHA:

- Copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- Most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Names of DHC staff designated for inquiries on eligibility and billing.
- Administrative Fee Schedule for billing purposes.

Billing Procedures

As receiving PHA (in cases in which DHC does not absorb a family), DHC will bill the initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be at least quarterly unless requested otherwise by the initial PHA.

DHC will bill 100% of the Housing Assistance Payment, 100% of Special Claim and 80% of the Administrative Fee (at the initial PHA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month.

DHC will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify DHC of changes in the administrative fee amount billed.

Chapter 14

Contract Terminations

A. Introduction

The Housing Assistance Payments (HAP) Contract is the contract between the owner and DHC, which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the DHC and the owner, and the policies and procedures for such terminations.

B. Contract Termination

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the DHC may be terminated by DHC, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the DHC to the owner after the month in which the Contract is terminated. The owner must reimburse DHC for any subsidies paid by the DHC for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for a new unit may begin during the month in which the family moved from the old unit.

C. Termination by the Family: Moves

Family terminations of the lease must be in accordance with the terms of the lease. See Chapter 13 on “Moves with Continued Assistance”

D. Termination by the Owner: Evictions

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and Michigan law. The owner must provide DHC with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under Michigan law to commence an eviction action.

During the term of the lease the owner may only evict for the following reasons:

- Serious or repeated violation of the terms and conditions of the lease.
- Violation of Federal, State or local law related to occupancy of the unit or use of the premises.
- Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
- Any drug-related criminal activity on or near the premises.
- Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
- Other good cause, after the first year of the lease, including business or economic reason for regaining possession of the unit; owner's desire to repossess the unit for personal use; or tenant's refusal to accept offer of a new lease.

DHC requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for DHC termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the DHC must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The DHC must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from DHC, the owner certifies that the tenant is still in the unit and she/he is in compliance with the contract. If action is finalized in court, the owner must provide DHC with the documentation, including notice of the lock-out date.

If the eviction is not due to a serious or repeated violation of the lease, and if the DHC has no other grounds for termination of assistance, the DHC will issue a new Voucher so that the family can move with continued assistance.

E. Termination of the Contract by DHC

The term of the HAP contract terminates when the lease terminates, when the DHC terminates program assistance for the family, and when the owner has breached the HAP contract.

DHC may also terminate the contract if:

- DHC terminates assistance to the family.
- Family is required to move from a unit, which is under-occupied, or overcrowded.
- Funding is no longer available under the ACC.
- If 180 days have passed since the last housing assistance payment to the owner.

F. Termination due to Owner Disapproval

If the DHC terminates the contract due to owner disapproval, DHC will provide the owner and family with at least 30 days written notice of termination of the contract.

Chapter 15

Termination of Assistance

A. Introduction

DHC may terminate assistance for a family because of the family's action or failure to act. DHC will provide families with a written description of the Family Obligations under the program, the grounds under which DHC can terminate assistance, and DHC's informal hearing procedures. This chapter describes when the DHC is required to terminate assistance and DHC's policies regarding the grounds for termination of assistance under an outstanding HAP contract.

If termination is based upon behavior resulting from a disability, the DHC will delay the determination in order to determine if there is an accommodation that would mitigate the behavior resulting from the disability.

B. Grounds for Terminating Assistance

Termination of assistance may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating HAP payments under an outstanding HAP contract.
- Refusing to process or provide assistance under portability procedures.

Mandatory Termination of Assistance

DHC will terminate the assistance of participants:

- If any member of the family fails to sign and submit to DHC required consent forms for obtaining information.
- If no member of the family is a U.S. citizen or eligible immigrant.
- If the family is under contract, and 180 days have elapsed since the DHC's last housing assistance payment was made.
- Any member of the family has been convicted of manufacturing or producing methamphetamine on the premises of the assisted dwelling.

Grounds for Termination of Assistance

- DHC will terminate assistance to participants in cases where it determines that there is reasonable cause to believe that the person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of

the premises by other residents. This includes cases where DHC determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse.

- DHC will consider the use of a controlled substance or alcohol to be a pattern if there has been more than one incident during the previous 12 months.
- DHC may waive this policy if the person demonstrates to its satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:
 - * Has successfully completed a supervised drug or alcohol rehabilitation program;
 - * Has otherwise been rehabilitated successfully; or
 - * Is participating in a supervised drug or alcohol rehabilitation program.

DHC may at any time terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551.
- The family has not reimbursed DHC for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.
- The family breaches an agreement with DHC to pay amounts owed to a DHC, or amounts paid to an owner by DHC.
- The family has engaged in or threatened abusive or violent behavior toward DHC personnel.

“Abusive or violent behavior towards DHC personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

- DHC has reason to believe a member of the household is using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- DHC has a reason to believe a member of the household has participated in violent criminal activity.

- Other criminal activity which may threaten the health or safety of other residents, the owner, property management staff or persons performing responsibilities on behalf of the DHC or the peaceful enjoyment of the premises by other residents.
- DHC determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or a high misdemeanor in Michigan.
- DHC determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law.

DHC may also deny the request of a participating family to add a household member if that person is found to be ineligible for assistance after a review against the above criteria.

C. Family Obligations

- The family must supply any information that the DHC or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status, as provided by 24 CFR part 812.
- The family must supply any information requested by the DHC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The family must disclose and verify Social Security Numbers, as provided by 24 CFR part 750, and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
- All information supplied by the family must be true and complete.
- The family is responsible for an HQS breach caused by the family as described in 982.404(b).
- The family must allow the DHC to inspect the unit at reasonable times and after reasonable notice.
- The family may not commit any serious or repeated violation of the lease.
- The family must notify the owner and, at the same time, notify the DHC before the family moves out of the unit or terminates the lease on notice to the owner.
- The family must promptly give the DHC within ten calendar days a copy of any owner eviction notice.

- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the DHC. The family must promptly inform the DHC of the birth, adoption or court-awarded custody of a child. The family must request DHC approval to add any other family member as an occupant of the unit.
- The family must promptly notify the DHC within ten calendar days if any family member no longer resides in the unit.
- If DHC has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or DHC approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
- The family must not sublease or let the unit.
- The family must not assign the lease or transfer the unit.
- The family must supply any information or certification requested by the DHC to verify that the family is living in the unit, or relating to family absence from the unit, including any DHC-requested information or certification on the purposes of family absences. The family must cooperate with DHC for this purpose. The family must promptly notify DHC of absence from the unit.
- The family must not own or have any interest in the unit.
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- The members of the family may not engage in drug-related criminal activity or violent criminal activity.
- An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to terminate assistance because of action or failure to act by members of the family, DHC has discretion to consider all of the circumstances in each case, including the

seriousness of the case, the extent of participation or culpability of individual family members, and the length of time since the violation occurred. It may also review the family's more recent record of compliance and consider the effects of termination of assistance on other family members who were not involved in the action or failure to act.

DHC may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. DHC may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within 10 days." Termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The Inspector or Inspections Supervisor will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Inspector or Inspections Supervisor.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance.

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If the owner notifies the family of termination of tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the DHC determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If there are police reports, neighborhood complaints or other third party information, and DHC has verified the information.
- Non-payment of rent is considered a serious violation of the lease.

Notification of Eviction: If the family requests assistance to move and they did notify the DHC of an eviction within 10 days of receiving the Notice of Lease Termination, the move will be denied.

Limitation on Profit-Making Activity in Unit: DHC may prohibit use of a dwelling unit for profit-making activity if it determines that the use of the unit as a business is not incidental to its use as a dwelling unit, or the business activity results in the inability of the family to use any of the critical living areas, such as a bedroom, or if DHC determines the business is not legal.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether the owner is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Voucher Program.

Drug-related or Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance on or off the premises.

Drug-related criminal activity does not include the prior use or possession of a controlled substance if the family member had an addiction to the substance and has recovered or is recovering from the addiction and does not currently use or possess the substance.

Violent criminal activity includes any criminal activity engaged in by any family member that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible includes documentation of drug raids or arrest warrants.

DHC may pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the DHC decides to terminate assistance to the family, the DHC must give the family written notice, which states:

- Reason(s) for the proposed termination.
- Effective date of the proposed termination.
- Family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- Date by which a request for an informal hearing must be received by DHC.

DHC will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

D. Procedures for Non-Citizens

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

False or Incomplete Information

When the DHC has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by a participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the DHC may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The DHC will then verify eligible status and terminate or prorate as applicable.

The DHC will terminate assistance based on the submission of false information or misrepresentations.

Procedure for Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with DHC either after the INS appeal or in lieu of the INS appeal.

After DHC has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

E. Zero Assistance Tenants

HAP Contracts Executed Prior to 10/2/95

Any participant, whose Total Tenant Payment equals the gross rent for the leased unit and whose HAP contract was effective prior to 10/2/95, will be notified of the right to remain on the program at \$0 assistance for 12 months. DHC will perform all of the functions normally required, such as reexaminations and inspections during those 12 months. If the family vacates during the allowable 12 months after the last HAP payment, DHC will be liable for unpaid rent and damages based on program rules. If the family is still in the unit after 12 months, the contract will be terminated.

HAP Contracts Executed On or After 10/2/95

For contracts effective on or after 10/2/95, the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the contract will be terminated.

If, under either contract, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment before the contract terminates, DHC will resume assistance payments for the family. Under either contract a family may move to another unit before the contract is terminated and receive assistance if the rent for the new unit is high enough to necessitate a housing assistance payment.

F. Option not to Terminate for Misrepresentation

If the family has misrepresented any facts that caused DHC to overpay assistance, DHC may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the DHC in full.

G. Misrepresentation in Collusion with Owner

If the family is willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the DHC may terminate assistance. In making this determination, the DHC will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. Missed Appointments and Deadlines

It is a Family Obligation to supply information, documentation, and certification as needed for the DHC to fulfill its responsibilities. The DHC schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the DHC to inspect the unit, and appointments are made for this purpose.

A participant who fails to keep an appointment or to supply information required by a designated deadline without notifying DHC may be sent a Notice of Termination of Assistance for failure to provide required information, or for failure to allow DHC to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Verification Procedures.
- Voucher Issuance and Briefings.
- Housing Quality Standards and Inspections.
- Recertifications.
- Appeals.

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency.
- Incarceration.
- Family emergency.

Procedure When Appointments Are Missed or Information Not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination for breach of a family obligation.

After issuance of a termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice may be rescinded if the family offers to cure the breach and the family does not have a history of non-compliance.

Chapter 16:

Owner Disapproval, Restriction, and Changes in Ownership

The policies in this Chapter describe the criteria for disapproving an owner's participation in the program.

A. Disapproval of Owner [24 CFR 982.306, 982.54 (d)(8)]

For purposes of this section, "owner" includes a principal or other interested party.

An owner will not be approved if DHC is informed by HUD that:

1. The owner has been disbarred, suspended, or is subject to a limited denial of participation under 24 CFR part 24.
2. The Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
3. A court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

An owner will not be approved for any of the following reasons:

1. Owner has violated obligations under the Housing Assistance Payments contract, including but not limited to:
 - a. Having a history or practice of non-compliance with the HQS for units leased under the Section 8 programs.
 - b. Having a history or practice of renting units that fail to meet local housing codes.
 - c. Committing fraud, bribery or any other corrupt act in connection with the Section 8 program or any other federal housing program.
 - d. Engaging in any drug-related criminal activity or any violent criminal activity.
 - e. Not paying Michigan State, or local, real estate taxes, fines or assessments, water and sewerage bills.
2. Owner has a history or practice of failing to terminate the tenancy of residents occupying units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- a. Threatens the right to peaceful enjoyment
 - b. Threatens the health or safety of other residents, of employees of the PHA or of owner employees or other persons engaged in management of the housing
 - c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity or the premises
 - d. Is drug-related criminal activity or violent criminal activity
3. Owner has a conflict of interest as described in HUD regulation 24 CFR 982.161(a) and would therefore be unable to enter into a contract with DHC; or owner is employed by DHC as a member of the Section 8 Program staff or is a DHC Commissioner.
 4. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD or with financing from other local or state government agencies.
 5. The owner has engaged in actual physical abuse or has threatened abusive or violent behavior toward a resident, a member of the public, or DHC personnel. Note:
 - a. “Abusive or violent behavior” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for disapproval of an owner.
 - b. “Threatening” refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

Before imposing any penalty against an owner, DHC will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

B. Renting from Relatives

Unless the lease between the owner and the tenant was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any participant. DHC may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

Owners may not live in the same unit with assisted family members in a lease-shared housing arrangement unless specifically approved by HUD.

In cases where the owner and tenant bear the same last name, DHC may, at its discretion, require the participant or owner to state whether they are related to each other, and if so in what manner.

C. Limitations on Owner's Participation and Termination [24 CFR 982.453]

If an owner is guilty of frequent or serious Housing Assistance Payment (HAP) Contract violations, including repeated failure to enforce lease agreements with assisted families, or has committed fraud, bribery, or any other corrupt or criminal act, or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

If the landlord has been overpaid as a result of fraud, misrepresentation, or violation of the Contract, DHC may terminate the Contract and arrange for restitution to DHC or the family, as appropriate.

Change in Ownership

A change in ownership requires execution of a new HAP Contract. DHC and the new owner may, however, complete DHC's HAP Contract Addendum which will affirm the new owner's agreement with the HAP Contract(s) already in effect for the affected families, and the new owner's willingness to be bound by the terms of the existing HAP Contract.

DHC will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security Number of the new owner.

Chapter 17

Claims, Move-Out and Close-Out Inspections

A. Introduction

This Chapter describes DHC's policies, procedures and standards for servicing contracts that were effective before October 2, 1995. Voucher contracts in this category have provisions regarding DHC's liability to owners when families move out. Vouchers have provisions for damages.

B. Owner Claims

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages and unpaid rent after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The DHC establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the DHC will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The DHC will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the DHC for claims paid to the owner.

C. Unpaid Rent

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease, and the DHC will not reimburse the owner for any claims under these agreements.

D. Move-Out and Close-Out Inspections

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by DHC inspectors. DHC's initial inspection of the unit will include a "conditions" report, which will be compared to the conditions found during the move-out inspection.

The owner must notify the DHC of the move-out and request an inspection within 48 hours of learning of the move-out in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

The owner and tenant will be notified of the date and time of the inspection.

A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.

E. Processing Claims

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum-allowable security deposit, which the owner could have collected under the program rules. If the maximum-allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts, which the family owes under the lease, the owner may request reimbursement from DHC up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected may be deducted from the vacancy loss claim.

DHC reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of the amount payable. The family is informed that a claim is pending through a notice sent to the last-known address. The notification will state the preliminary amount and the type of claim and describe the procedure for contesting the claim.

DHC will offer the family 10 days to contest the claim. If the family disputes the claim, DHC will schedule an informal meeting with the owner and tenant in order to resolve the differences.

If the owner fails to attend the meeting, the DHC will consider this prima facie evidence of the validity of the tenant's position.

If the tenant fails to attend the meeting, DHC will proceed with its original determination.

Meetings will not be rescheduled if neither party attends.

At the informal hearing, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the DHC will process the account for collection.

If the family demonstrates that the claim, or parts of it, is invalid, the DHC will adjust the amount. The DHC may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.

After a determination has been made, the DHC will notify the family in writing of the decision. If it has been determined that the family owes money, DHC will pursue collection to repay either

in a lump sum or through a payment agreement. The notice will warn the family that its assistance may be terminated and they may be denied future participation in the program if they do not reimburse the DHC as required.

Other Requirements for Claims Processing

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing eviction to remove the tenant or any other legal fees may not be reimbursed. No claims will be paid for a unit, which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 60 days of the date the owner learned of the move-out.

Chapter 18

Owner or Family Debts to DHC

A. Introduction

This Chapter describes DHC's policies for the recovery of monies that have been overpaid for families and to owners. It describes the methods that will be used for collection of monies and the guidelines for different types of debts.

It is DHC's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support DHC's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner; the family or other interested parties.

When families or owners owe money to the DHC, the DHC will make every effort to collect it. The DHC will use a variety of collection tools to recover debts including, but not limited to:

- Civil suits
- Abatements
- Credit bureaus
- Collection agencies
- Repayment agreements
- Reduction in HAP to owner
- Income Tax set-off programs
- Requests for lump sum payments

B. Repayment Agreement for Families (24 CFR 982.552 (c)(v-vii))

A repayment agreement as used in this Plan is a document entered into between DHC and a person who owes a debt to DHC. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provision of the agreement, and the remedies available to DHC upon default of the agreement.

DHC May Decline to Enter Into a Payment Agreement

DHC, in its sole discretion, may enter into payment agreements with owners and participants. DHC will generally not enter into payment agreements when:

- There is an existing payment agreement between DHC and the family
- DHC determines that the family has committed or has attempted to commit program fraud
- DHC determines that the amount owed is more than the participant can repay in a reasonable period of time

Terms and Conditions of Payment Agreements

DHC shall prescribe the terms and conditions of any payment agreement.

Term

The payment agreement term shall generally be for 12 months or less, but shall in any event be the minimum time period in which the family can be reasonably expected to repay the debt owed. The Assisted Housing Director may approve terms of up to 24 months when necessary.

First Payment Required Upon Execution of Payment Agreement

The participant shall, prior to execution of the Payment Agreement, make an initial payment equal to the total amount due divided by the number of months of the term of the payment agreement (e.g. 1/12th for a 12 month payment plan, 1/18th for an 18 month payment plan, etc.).

The Assisted Housing Director may approve a decrease in the monthly payment for families who experience a hardship, provided that the family requests a decrease in a reasonable time and provides verification of the hardship. The change in monthly payment shall be made an attachment to the payment agreement and shall be signed by the Assisted Housing Director and the family. The term of the payment agreement shall be lengthened accordingly, up to a maximum of 24 months.

Execution

Payment Agreements shall be executed by the head of the household and the co-head or spouse, as applicable.

The Payment Agreement shall be executed for DHC by the Assisted Housing Director or designee.

Cashier Check or Money Order

Payments shall be made by money order or cashier's check.

C. Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of business three days after the due date. If the due date falls on a weekend or holiday, payment will be due at the close of the next business day.

If the family's repayment agreement is in arrears, the DHC may:

- Require the family to pay the balance in full.
- Pursue civil collection of the balance due.
- Terminate the housing assistance.

- Grant an extension of 10 days.

Requests to Move

No move will be approved until the debt is paid in full, unless the move is the result of one of the following causes:

- Family size exceeds the HQS maximum occupancy standards;
- HAP contract is terminated due to owner non-compliance or opt-out;
- Man made or Natural disaster
- The move is pursuant to a reasonable accommodation approved by DHC
- The move is necessary as a result of domestic violence, with documentation of police reports and a court-ordered restraining order

If the family has a repayment agreement in place and incurs an additional debt to the DHC, DHC will not enter into more than one repayment with the family. Any new debts must be paid in full.

D. Debts due to Fraud or Non-Reporting of Information

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

“Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.”

Family Error/Late Reporting

Families who owe money to DHC due to program fraud or the family's failure to report increases in income will be required to repay in accordance with the guidelines in the repayment section of this chapter.

Program Fraud

If a family owes an amount that equals or exceeds \$2,500 as a result of program fraud, the case will be referred to Inspector General. Where appropriate, the DHC will refer the case for criminal prosecution.

E. Owner Debts to DHC

If DHC determines that the owner has retained Housing Assistance or Claim Payments that the Owner is not entitled to, the DHC may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the DHC will:

- Require the owner to pay the amount in full within 30 days or enter into a Repayment Agreement for the amount owed.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

F. Writing off-Debts

Debts will be written-off if:

- The debtor's whereabouts are unknown and the debt is more than seven years old
- A determination is made that the debtor is judgment proof
- The debtor is deceased and has no estate
- The debtor is confined to an institution indefinitely or for more than five years
- The amount is less than \$500 and the debtor cannot be located

Chapter 19

Complaints and Appeals

A. Introduction

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of DHC. This Chapter describes the policies, procedures and standards to be used when families disagree with a DHC decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of DHC to ensure that all families have the benefit of all protections due to them under the law.

B. Complaints to DHC

DHC will respond promptly to complaints from families, owners, employees, neighbors of participants, and members of the public. All complaints will be documented. DHC may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The categories of complaints are:

- Initial complaints from families when the family disagrees with an action or inaction of DHC or owner
- Initial complaints from owners when the owner disagrees with an action or inaction of DHC or a family
- Initial complaints or referrals from the general public or persons in the community or officials regarding DHC, a family or an owner
- Complaints from staff when a staff person reports an owner or family either violating or not complying with program rules

C. Informal Review Procedures for Applicants

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the DHC determines that an applicant is ineligible for the program or for a preference claimed, the family must be notified of their ineligibility in writing. The notice must contain:

- Reason(s) they are ineligible
- Procedure for requesting a review if the applicant does not agree with the decision

- Time limit for requesting a review

DHC must provide applicants with the opportunity for an informal review of decisions denying the following:

- Listing on DHC's waiting list
- Qualification for preference
- Issuance of a Voucher
- Assistance under portability procedures
- Participation in the program

Informal reviews are not required for established policies and procedures and DHC determinations such as:

- Discretionary administrative determinations by DHC
- General policy issues or class grievances
- Determination of the family unit size under the DHC subsidy standards
- Refusal to extend or suspend a Voucher
- Disapproval of lease
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an informal review must be received by the close of the business day, no later than 10 days from the date of receipt of DHC's letter denying assistance. The informal review will be scheduled within a reasonable time frame (generally within 30 days) from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by a staff person who occupies a supervisory position.

The applicant will be given the option of presenting oral or written objections to the decision. Both DHC and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

Review will generally be held in the office; however, reviews may be conducted by mail or telephone if required to provide reasonable accommodation.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. Informal Hearing Procedures

DHC will provide a copy of the hearing procedures in the family briefing packet.

When DHC makes a decision regarding a participant's eligibility and the amount of assistance, the participant must be notified in writing. The DHC will give the family prompt notice of such determinations, which will include:

- Proposed action or decision
- Date the proposed action or decision will take place
- Family's right to an explanation of the basis for the decision
- Procedures for requesting a hearing, if the family disputes the action or decision
- Time limit for requesting the hearing

DHC must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following DHC determinations:

- Family's annual or adjusted income and the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size under DHC subsidy standards
- Termination of assistance for any reason
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account
- Payment to an owner for damages, unpaid rent or vacancy loss claim

DHC must always provide the opportunity for an informal hearing for termination of assistance.

Informal hearings are not required for established policies and procedures and DHC determinations such as:

- Discretionary administrative determinations by DHC

- General policy issues or class grievances
- Establishment of DHC schedule of utility allowances for families in the program
- DHC determination not to approve an extension of a Voucher term
- Disapproval of unit or lease
- Unit is not in compliance with HQS (DHC must provide hearing for family breach of HQS because that is a family obligation determination)
- Unit is not in accordance with HQS because of the family size
- Determination to exercise or not to exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is DHC's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the DHC will ensure that participants will receive all of the protections and rights afforded by the law and the regulations.

When the DHC receives a request for an informal hearing, a hearing shall be scheduled within 30 days. The notification of hearing will contain:

- Date and time of the hearing
- Location where the hearing will be held
- Family's right to bring evidence, witnesses, legal or other representation at the family's expense
- Right to view any documents or evidence in the possession of DHC and upon which DHC based the proposed action and,
 - At the family's expense, to obtain a copy of such documents prior to the hearing.
 - Requests for such documents or evidence must be received no later than seven days before the hearing date
- Notice to the family that the DHC will request a copy of any documents or evidence the family will use at the hearing

Hearing Procedures

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact DHC within one (1) business day. The DHC will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to DHC's determination
- Examine the documents in the file, which are the basis for the DHC's action, and all documents submitted to the Hearing Officer
- Copy any relevant documents at their expense
- Present any information or witnesses pertinent to the issue of the hearing
- Request that DHC staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at their own expense

If the family requests copies of documents relevant to the hearing, DHC will make the copies for the family and assess a charge of fifty cents per copy. In no case will the family be allowed to remove the file from DHC's office.

In addition to other rights contained in this Chapter, DHC has a right to:

- Present evidence and any information pertinent to the issue of the hearing
- Be notified if the family intends to be represented by legal counsel, advocate, or another party
- Examine and copy any documents to be used by the family prior to the hearing
- Have its attorney present
- Have staff persons and other witnesses familiar with the case present

The informal hearing shall be conducted by the Hearing Officer appointed by the Executive Director who is neither the person who made or approved the decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the DHC shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the DHC is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the DHC and the family within 30 days and shall include:

- Clear summary of the decision and reasons for the decision
- If the decision involves money owed, the amount owed
- Date the decision goes into effect

DHC is not bound by hearing decisions which:

- Concern matters in which DHC is not required to provide an opportunity for a hearing
- Conflict with or contradict to HUD regulations or requirements
- Conflict with or contradict Federal, State or local laws
- Exceed the authority of the person conducting the hearing

The Assisted Housing Executive Director for DHC shall send a letter (within 10 days) to the participant if DHC determines that it is not bound by the Hearing Officer's determination. The letter shall include DHC's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

**E. Hearing and Appeal Provisions for "Restrictions on Assistance to Non-Citizens"
[24 CFR Part 5, Subpart E]**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the DHC hearing is pending but assistance to an applicant may be delayed pending the DHC hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, DHC must notify the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with DHC either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give DHC a copy of the appeal and proof of mailing, or DHC may proceed to deny or terminate. The time period to request an appeal may be extended by DHC for good cause.

The request for a DHC hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in section E of this Chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members DHC will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, DHC will offer to prorate assistance or give the family the option to remove the ineligible persons.

All Other Complaints Related to Eligible Citizen/Immigrant Status

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide requested documents or certification.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**F. Mitigating Circumstances for Applicants and Participants with Disabilities
[24 CFR 982.204, 982.552(c)]**

When applicants are denied assistance, or DHC is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review and informal hearing process.

Chapter 20

Project Based Assistance

The U. S Department of Housing and Urban Development (HUD) allows for a Public Housing Agency (PHA) to allocate up to 20% of the Housing Choice Vouchers (HCV) to a Project Based Voucher (PBV) program provided it does not contribute to additional concentrations in certain properties or neighborhoods of extremely low-income families. DHC at its discretion may allocate a portion of its allocation for future DHC initiatives.

A. Selection of PBV owner proposals:

- DHC will announce a competition for project-based vouchers in an advertisement published in a newspaper of general circulation Statewide. The advertisement will run once a week, consecutively for 3 weeks.
- The published due-date for the application is 30 days after the final advertisement is published.
- Interested owners/eligible parties must reply to the advertisement by completing and submitting an application within the posted deadlines.
- A review team consisting of DHC administration and HCV staff will review the applications, make a determination as to acceptability, score and rank the applications.
- Successful and non-successful applicants will be notified by mail of the outcome of the competition.
- DHC will make documentation available for public inspection regarding the basis for the selection of a PBV proposal.

SECTION 983.52 HOUSING TYPE

- DHC may attach PBV assistance for units in Existing Housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement.

Sec 983.53 Ineligible Units: Ineligible units for Project Based Assistance include those that are:

- Shared Housing
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institutions.
- Nursing Homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care.
- College or other school dormitories
- Manufactured Homes
- Cooperative Housing
- Transitional Housing
- Public Housing
- Unit Subsidized with any other form of Section 8 Assistance
- Unit subsidized with any governmental rent subsidy

- Units already subsidized by another form of Project based Section 8, Section 236, Rural Development Section 515 or section 521 Assistance.
- Subsidized by Section 221D4, Section 202, Section 162, Section 811, Section 101 Rent Supplement.

B. Housing Assistance Payments Contract:

CFR 983.202 Purpose of HAP Contract

- (a) The DHC must enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD (see 24CFR982.162)
- (b) The purpose of the HAP contract is to provide housing assistance payments for eligible families.
- (c) DHC makes housing assistance payments to the owner in accordance with the HAP contract and housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term

CFR 983.205 Term of HAP Contract

- (a) DHC may enter into a HAP contract with an owner for an initial term up to ten (10) years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one (1) year, nor more than 10 years.
- (b) Within one (1) year before expiration, DHC may agree to extend the term of the HAP contract for an additional term of up to five (5) years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families.
- (c) The project based HAP contract may be terminated by DHC if it is determined that there are insufficient funds available to fulfill the term of DHC's contractual commitment. Furthermore, if it is determined by DHC that there is insufficient funds to continue the housing assistance payments for all contract units and for the full term of the HAP contract, DHC has the right to terminate the HAP contract by notice to the owner for all or any of the contract units.
- (d) The owner may terminate the HAP contract, upon notice to DHC, if the amount of the rent to owner for any contract unit, as adjusted in accordance to regulations (983.302), is reduced below the amount of the initial rent to owner. DHC will offer the assisted families tenant based HCV vouchers, in this scenario.

C. CFR 983.206 HAP Contract Amendments

DHC along with the owner will designate the units that will receive the project-based assistance. After the units have been designated, DHC will not amend the contract to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit.

- (a) **Staged completion of contract units.** If contract units are placed under contract in stages commencing on different dates, DHC will utilize a single anniversary date for all contract units under the HAP contract. The annual anniversary for all contract units will be the anniversary date for the first contract units placed under the HAP contract. And the expiration of the HAP contract for all contract units completed in stages will be concurrent with the end of the HAP contract term for units originally placed under contract (This refers to the HAP anniversary date and not the Annual Re-examination date).

CFR 982.207. Condition of Contract Units

- (1) The owner must maintain and operate the contract units and premises in accordance with HQS, including performance or ordinary and extraordinary maintenance.
- (2) The owner must provide all services, maintenance equipment, and utilities specified in the HAP contract with DHC and the lease with each assisted family.

D. CFR 983.209 Owner Responsibilities: The owner is responsible for:

- (1) Performing all owner obligations under the HAP contract and the lease
- (2) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (3) Complying with equal opportunity requirements
- (4) Preparing and furnishing to DHC information required under the HAP contract.
- (5) Enforcing tenant obligations under the lease
- (6) Paying for utilities and services (unless paid by the assisted family under the terms of the lease)
- (7) Collecting from the family:
 - (a) Any security deposit
 - (b) Tenant rent contribution
 - (c) Any charges for unit damage by the assisted family.

CFR 100.203 Reasonable modifications of existing premises.

- (1) DHC will require owners to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling.
- (2) The landlord may, where reasonable to do so, condition permission for a modification on the assisted family agreeing to restore the interior of the premises to the condition that existed prior to the modification, reasonable wear and tear excepted, and the landlord may not increase for handicapped persons any customarily required security deposits.
- (3) The landlord may condition permission for a modification on the assisted or to be assisted family a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits be obtained.

CFR 983.208 Owner Certification

By execution of the HAP contract, the owner certifies with DHC that at such execution and at all times during the term of the HAP contract:

- (1) All assisted units meet HQS standards and the owner is maintaining the premises and all assisted units in accordance with HQS.

- (2) The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with the assisted families.
- (3) Each contract unit for which the owner is receiving HAP payments is leased to an eligible family referred by DHC, and the lease is in accordance with the HAP contract, HUD requirements and approved by DHC
- (4) The owner acknowledges that members of the assisted family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- (5) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of the assisted family residing in the contract unit.
- (6) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- (7) The rent o owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- (8) As provided under the HAP contract, the owner will not receive any payment or other consideration (from the family, DHC, HUD, or any other public or private source) for rental of the contract unit.
- (9) The assisted family does not own or have an interest in the contract unit.

CFR 983.251- Resident Selection

- (1) Applicants who will occupy PBV units must be selected by DHC from the DHC waiting list
- (2) DHC will not penalize any applicant on the waiting list that chooses not to reside at the PBV development. The applicant will retain their original place on the waiting list
- (3) DHC selects names from the waiting list, determines eligibility, and provides the owner of the PBV development the information so they can initiate their eligibility procedures (tenant screening, credit checks and etc)

E. CFR 983.254 Filling Vacancies

- (1) The owner must promptly notify DHC of any vacancy or anticipated vacancy in a contract unit. DHC will make every reasonable effort to promptly refer a sufficient number of eligible families of the appropriate size from the DHC waiting list to fill the vacancies.
- (2) The owner must lease the vacant contract units to only eligible families referred from the waiting list by DHC.
- (3) DHC must determine eligibility for participation in accordance with HUD requirements.
- (4) If DHC does not have a sufficient number of applicants on the waiting list of the appropriate size to refer to the owner to fill the vacancy, DHC may permit the owner to advertise for or solicit applications from eligible very low-income families.

- (5) At the discretion of DHC, the number of contract units may be reduced if any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of DHC to fill the vacancies), DHC may give notice to the owner to amend the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms that have been vacant for such period).

F. Tenant Screening CFR 983.255

- (1) DHC has no responsibility or liability to the owner or any person for the family's behavior or suitability for tenancy.
- (2) The owner is responsible for screening and selection of the family to occupy the owner's unit.
- (3) The owner is responsible for screening of families based upon their approved screening criteria previously approved by DHC.
- (4) The owner must promptly provide DHC with a copy of any/and all rejection notices provided to a rejected applicant(s) within 30 days of the rejection. The notice must identify the grounds for which the applicant was rejected.
- (5) A family may file discrimination compliant with the HUD field office against the owner, if they believe they have been discriminated against.

Lease CFR 983.256

- (1) The lease between the family and owner must be accordance with HUD regulations and requirements and include all provisions required by HUD and not include any provisions prohibited by HUD
- (2) DHC may review the owner's lease form to determine if the lease complies with state and local law and DHC may decline to approve the tenancy if it determines that the lease does not comply with state or local law.

G. Determining rent to Owner CFR 983.301

- (1) DHC will determine the initial and redetermined rent to owner in accordance with HUD regulations.
- (2) DHC will redetermine the rent to owner at (1) the owner's written request; or (2) when there is a five percent or greater decrease in the published FMR in accordance with HUD regulations.
- (3) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to DHC.
- (4) The owner must submit to DHC the written request to increase the rent to owner at least 60 days prior to the HAP contact anniversary date.
- (5) The owner must submit a notice of intent to increase the rent to owner to the assisted families at 60 days prior to the HAP contract anniversary and a copy of the notice must be maintained in each assisted family's file.

- (6) DHC may not approve and owner shall not receive any increase of rent to owner until the owner complies with all requirements of the HAP contract, including compliance with HQS. The owner shall not receive any retroactive increase of rent to owner for any period of non-compliance.
- (7) If there is a decrease in the rent to owner, as established with HUD regulations, DHC must decrease the rent to owner, regardless of whether the owner requested a rent adjustment.
- (8) DHC will provide the owner with a written notice specifying the amount of the predetermined rent and the notice of the rent adjustment will constitute an amendment of the rent to owner specified in the HAP contract.

DHC Payment to owner for occupied unit CFR 983.351

- (a) DHC will make payments to the owner during the term of the HAP contract; DHC shall make housing assistance payments to the owner in accordance with terms of the HAP contract. The payments shall be made for the months during which a contract unit is leased to and actually occupied by an eligible family.
- (b) DHC may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if goods or property are left in the unit).
- (c) DHC shall make housing assistance payments to the owner for each contract unit that complies with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

Vacancy Payment CFR 983.352

- (a) At the discretion of DHC, if an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out as long as DHC does not determine that the vacancy is the owner's fault.
- (b) At the discretion of DHC, it elects not to provide any vacancy payments to the owner.

Tenant rent; payment to owner CFR 983.353

- (a) DHC determine the tenant rent in accordance with HUD requirements and the tenant rent is the portion of the rent to owner paid by the family.
- (b) Any changes in the amount of tenant rent will be effective on the date stated in the notice provided by DHC to the assisted family and owner, and the family is responsible for paying the tenant rent to the owner (total tenant payment minus the utility allowance).
- (c) The amount of tenant rent as determined by DHC is the maximum amount the owner may charge the family for rent of a contract unit. The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by owner without additional charge to the tenant, in accordance with the HAP contract and tenant lease agreement.

- (d) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by DHC and the owner must immediately return any excess payment to the tenant.
- (e) The family is not responsible for payment of the portion of rent to owner covered by the housing assistance payment under the HAP contract, and the owner may not terminate the tenancy of an assisted family for non-payment of the PHA housing assistance payment.
- (f) DHC is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.

H. Family right to move CFR983.260

- (a) The family may terminate the assisted lease at any time after the first year of occupancy, and the family must give the owner advance written notice of intent to vacate (with a copy to DHC) in accordance with the lease. If the intent to vacate language is not described in the lease than 30-day notice, at a minimum, is required.
- (b) If the tenant elected to terminate the lease in this manner, DHC will offer the family other comparable assistance at another project based development or an opportunity for continued assistance under the HCV program, if funding is available.
- (c) Before the family provides notice or pursues this course of action, by providing notice of intent to move, the family must contact DHC to request comparable tenant based rental assistance if the family wishes to move with continued assistance.
- (d) If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued housing assistance.

I. Briefing of Families

- (a) When a family is selected to occupy a project-based unit, DHC shall provide the family with information concerning the tenant rent and any applicable utility allowance and a copy of the HUD-presented lead-based paint brochure.
- (b) The family will be provided and informed of all the rules related to the project-based subsidy and given all required information by DHC.

J. Police and Security Personnel In Project-Based Housing

- (a) As a means of providing increased security for tenant, Section 8 project-based assistance may be provided to police officers and other security personnel who may not otherwise be eligible for housing assistance.
- (b) Owners must apply to the local HUD office for authorization to house over-income police officers and other security personnel in assisted units. The application must include:
 - (1) A statement demonstrating the need for increased security at the development
 - (2) A description of the proposed gross rent for the unit
 - (3) Any special conditions for occupancy.

Chapter 21

Home Ownership Program

Section A-General Provisions

(1) Legal Background.

Although Section 8 is primarily a rental housing subsidy program, it also has limited provisions for assistance to homeowners.

Section 8(y), added to the U.S. Housing Act of 1937 by the Housing and Community Development Act of 1992, and revised by QHWRA, provides a broader family-based home ownership assistance program for first-time homebuyers.

A first-time homebuyer is generally defined as a family in which no member has had an ownership interest in a principal residence during the previous three years.

However, the definition also includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse or resided in a home owned by his or her spouse.

(2) Key Program Features.

HUD has establish the following key program features:

- (i). First-time homeowner or cooperative member.
- (ii). A family that has not owned or had ownership interest in the past three years.
- (iii). Minimum income requirement

Except in the case of disabled families, the qualified annual income of the adult family members who will own the home must not be less than the Federal minimum hourly wage multiplied by 2,000 hours (currently \$10,300). For disabled families, the qualified annual income of the adult family members who will own the home must not be less than the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by 12 (currently \$7,236). DHC may also establish a higher minimum income requirement for either or both types of families. Except in the case of an elderly or disabled family, welfare assistance is not counted in determining whether the family meets the minimum income requirement.

(iv). Employment requirement

DHC will exempt the employment requirement for a family that includes a person with disabilities and DHC determines that an exemption is needed as a reasonable

accommodation, so that the program is readily accessible to, and usable by, persons with disabilities.

One or more adults in the family, who will own the home, must be currently employed on a full-time basis and has been continuously employed on a full-time basis for at least one year before commencement of homeownership assistance.

(v). Additional PHA eligibility requirements.

The family must meet any other initial eligibility requirements set by the PHA.

(vi). Homeownership counseling.

The family must attend and satisfactorily complete DHC's pre-assistance homeownership and housing counseling program. (Minimum of 8 Hours)

(3) Local Home Ownership Policy, Goals and Objectives

The Section 8 Home Ownership Program of DHC permits eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting.

Two options are available for this assistance: monthly homeownership assistance payment on behalf of a family, and to provide homeownership assistance for the family in the form of a single grant to be used toward the down-payment required in connection with the purchase of the home. Until HUD publishes the regulations for down payment assistance, only monthly homeownership assistance is available.

The home ownership option is limited to five percent (5%) of the total Section 8 voucher program administered by DHC in any fiscal year, provided that disabled families shall not be subject to the 5% limit.

If applications exceed such 5% limit, participants in the Family Self Sufficiency ("FSS") program shall receive a priority for participation in the home ownership program.

Eligible applicants for the Section 8 home ownership program must have completed an initial Section 8 lease term, may not owe DHC or any other Housing Authority an outstanding debt, and must meet the eligibility criteria set forth herein.

Section 8 home ownership assistance may be used to purchase the following type of homes within DHC's jurisdiction: new or existing single-family, condominium, planned use developments, cooperatives, lofts, or manufactured homes. DHC will permit portability of Section 8 home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes DHC to administer the home ownership assistance in their jurisdiction.

In order to effectively develop DHC's Homeownership Program, the agency has agreed upon a set policy for the administration and implementation of the program. This covers the applicant eligibility for the program, the application process, the financial and participatory requirements and the responsibilities of the housing agency and the counseling organizations in the administration of the program. Program participants will also be informed of their rights as homebuyers. Upon purchasing a home, families are required to sign a "Statement of Homeownership Obligations," agreeing to comply with the mortgage, maintain the property, pay the taxes, utilities, and insurance.

DHC will work with banking, financial institutions, or non-profit organizations that have indicated interest in working with the program, and offered loan products and other concessions that will further the affordability of mortgages for participants. Many Section 8 participants will be eligible for subsidy funds providing down payment and closing cost assistance complemented with funds from the HOME Program, the Affordable Housing Program from the Federal Home Loan Bank of New York and any private corporation and foundation which pursue affordable housing. DHC will assist and coordinate the post purchase counseling and educational support and any proactive efforts on behalf of the homeowners so as to provide a safety net against defaults.

Section B—Family Eligibility and Participation Requirements

(1) Selection and Admission of Applicants to the Program

(i) Section 8 Tenants

Participation in the Section 8 home ownership program is voluntary. Each Section 8 home ownership participant must meet the general requirements for admission to the Section 8 housing choice voucher program as set forth in this Chapter of DHC's Administrative Plan. Such Section 8 family must also be "eligible" to participate in the home ownership program.

(ii) Preference for Participation in FSS Program.

Applicants for the home ownership program are not required to participate in DHC's Family Self Sufficiency ("FSS") program in order to participate in the home ownership program. However, in the event the applications for home ownership assistance exceed five percent (5%) of DHC's total voucher program in any fiscal year, FSS participants shall have a preference for participation in the home ownership program. Participants in an Individual Development Account ("IDA") program administered by an agency other than DHC will also receive a preference for home ownership assistance in the event applicants for home ownership assistance exceed the 5% limitation.

(2) Portability

Participants with portable vouchers may purchase a home in a jurisdiction other than the one in which DHC operates, provided the Housing Authority in the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes DHC to administer the home ownership assistance in their jurisdiction. In the former case, a family's participation in the Section 8 home ownership program will be subject to the Section 8 home ownership program and policies of the receiving jurisdiction.

(3) Affordability Standards

No affordability standards are issued other than this one: the mortgage payment of the homebuyer should not exceed the payment standard authorized to the family at the time of recertification.

(4) Employment and Credit Requirements

(i) Amount of Income

At the time the family begins receiving homeownership assistance, the head of household, spouse, or other adult household members who will own the home, must have a gross annual income at least equal to the Federal minimum hourly wage multiplied by 2000 hours.

(ii) Employment History.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. In order to reasonably accommodate a family's participation in the program, DHC will exempt families that include a person with disabilities from this requirement. DHC may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. It may also consider successive employment during the one-year period and self-employment in a business.

(iii) Exclusion of Welfare Assistance Income.

With the exception of elderly and disabled families, DHC will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI") that is subject to an income eligibility test; food stamps; general

assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the home ownership program. It does not affect the determination of income-eligibility for admission to the Section 8 housing choice voucher program, calculation of the family's total tenant payment, or calculation of the amount of home ownership assistance payments.

(5) First-Time Homeowner.

Each Section 8 family, except families with a disabled member, must be a first-time homeowner. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Section 8 homeownership option; and the right to purchase title to a residence under a lease-purchase agreement is not considered an "ownership interest." A member of a cooperative (as defined in § 982.4) also qualifies as a "first time homeowner".

(7) Minimum downpayment

For the downpayment option the family must:

- (i) The family has a sufficient resource to pay a down payment equal to 3% of the purchase price of a typical home that meets their family household size and closing costs. No less than 1% will come from the participant's equity or the standard generally accepted by the industry.
- (ii) The family has demonstrated to DHC that its gross income is sufficient to meet homeownership and other family expenses. DHC reserves the right to determine whether a family can or cannot afford the proposed financing before making the recommendation for assistance participation.
- (iii) The family has accrued at least \$500.00 in an escrow account.

(8) Credit Requirements

In compliance with the Fair Credit Act, the lending institution will determine the participant's credit worthiness. In case the participant is unable to meet this initial criterion he or she will be referred to credit counseling and then the person will be reconsidered for program participation.

(9) Application Process and Review Criteria

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements: (i) complete a home ownership counseling program approved by DHC prior to commencement of home ownership assistance; (ii) within a specified time, locate the home it proposes to purchase; (iii) submit a sales agreement containing specific components to DHC for approval; (iv) allow DHC to inspect the proposed home ownership dwelling to assure that the dwelling meets appropriate housing quality standards; (v) obtain an independent inspection covering major building systems; (vi) obtain DHC's approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and (vii) enter into a written agreement with DHC to comply with all of its obligations under the Section 8 program.

(10) Other Eligibility Restrictions

(i) Repayment of Any Housing Authority Debts.

Participants in the Section 8 housing choice voucher program shall be ineligible for participation in the Section 8 home ownership program in the event any debt or portion of a debt remains owed to DHC or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 home ownership program.

(ii) Completion of Initial Lease Term.

Applicants for and new participants in the Section 8 housing choice voucher program shall be ineligible for participation in the Section 8 home ownership program until completion of an initial Section 8 lease term and the participant's first annual recertification in the Section 8 housing choice voucher program. Nothing in this provision will preclude Section 8 participants that have completed an initial lease term in another jurisdiction from participating in the Section 8 home program.

(iii) Elderly and Disabled Households.

Elderly and disabled families are exempt from the employment requirements set forth in Paragraph 5 (ii) above. In the case of an elderly or disabled family, DHC will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the Section 8 home ownership program. Additionally, DHC will approve a live-in aide if needed as a reasonable accommodation so the program is readily accessible to and useable by persons with disabilities. The disability must be documented by a licensed health care provider.

(iv) Prior Mortgage Defaults.

If a head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents have previously defaulted on a mortgage obtained through the Section 8 home ownership program, the family will be ineligible to participate in the home ownership program.

(11) Counseling Participation Requirement

A family's participation in the home ownership program is conditioned on the family attending and successfully completing a home ownership and housing counseling program provided or approved by DHC prior to commencement of home ownership assistance. The home ownership and counseling program will cover home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing and finding a home.

The counseling agency providing the counseling program shall be HUD approved either under HUD's Housing Counseling program. DHC may require families to participate in an approved home ownership-counseling program on a continuing basis.

(12) First Home Clubs

A new initiative could be coordinated with lending institution members of the Federal Home Loan Bank of New York; they provide a grant to sponsor the program "First Home Club" (FHC). This program is for first-time homebuyers and provides subsidy funds to assist very low, low, and moderate-income households overcome the financial difficulties of purchasing a home. The program is a non-competitive set-aside of the Affordable Housing Program (AHP) and is administered through approved members of the Federal Home Loan Bank of New York (Bank).

The FHC provides down payment and closing cost assistance by granting three dollars in matching funds for each dollar saved to qualified first-time homebuyers who follow a systematic savings plan and participate in an approved homeownership counseling program. Matching funds will be awarded to qualified households based on the total savings deposited in a dedicated account with an approved member bank. State Programs, Home Funds, etc.

Section C--The Housing Unit Requirement

(1) Timeframe to Locate

Upon approval for the Section 8 home ownership program, a family shall have one hundred eighty (180) days to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to DHC. For good cause, DHC may extend a Section 8 family's time to locate the home for additional 30 thirty-day increments. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved

by DHC, then their Section 8 rental assistance through the Section 8 housing choice voucher program shall continue.

Once a home is located and a sales agreement is approved by DHC and is signed by the family, the family shall have up to three (3) months, or such other time as is approved by DHC, or set forth in the approved sales agreement, to purchase the home.

If a Section 8 participant is unable to purchase the home within the maximum time permitted by DHC, it shall continue the family's participation in the Section 8 housing choice voucher program. The family may not re-apply for the Section 8 home ownership program until they have completed an additional year of participation in the Section 8 housing choice voucher program following the initial determination of their eligibility for the home ownership option.

(2) Type of Home.

A family approved for Section 8 home ownership assistance may purchase the following type of homes: a new or existing home, a single-family home, a condominium, a home in a planned use development, a cooperative, or a manufactured home. The home must already exist or be under construction at the time DHC determines the family is eligible for home ownership assistance [to purchase the unit (§ 982.628(a)(2).]

(3) Seller cannot be debarred, suspended or Subject to LDP by HUD.

The seller could not be posted in the Limited Denial of Participation (LDP). The listing is normally issued by a HUD Field Office and is an action that excludes a specific individual(s) or firm(s) from participating in a specific program, or programs, within that HUD Field Office's geographic jurisdiction, for a specific period of time. In limited instances HUD Headquarters may also issue LDP's.

(4) Extension of Jurisdiction

Detroit PMSA is the main location for the homeownership program. Nevertheless, extension of this jurisdiction could be granted to participants with portable vouchers that may purchase a home in a jurisdiction other than DHC's jurisdiction, provided the Housing Authority in the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes DHC to administer the home ownership assistance in their jurisdiction. In the former case, a family's participation in the Section 8 home ownership program will be subject to the Section 8 home ownership program and policies of the receiving jurisdiction.

(5) Lease-Purchase

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the housing choice voucher program apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-

pocket to the owner for purchase related expenses-- a "home ownership premium." Any "home ownership premium," defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from rent reasonableness determination and subsidy calculation, and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option, they must notify DHC and apply for the home ownership option. If determined eligible for home ownership assistance, the family may be admitted to the home ownership program and must meet all the requirements of these policies.

Prior to execution of the offer to purchase or sales agreement, the family must provide the financing terms to DHC for approval. The sales agreement must provide for inspection by DHC of the independent inspection referred to in Section 3(E) and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to DHC. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by DHC. The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

(6) HQS Inspection by DHC.

To assure the home complies with the housing quality standards of the Section 8 program, home ownership assistance payments may not commence until DHC first inspects the home.

HQS inspection will be conducted in compliance with HUD requirements.

(7) Independent Initial Inspection Conducted.

An independent inspection of existing homes covering major building systems must also be completed by a professional that is selected by the family. DHC will not pay for the independent inspection. The independent inspection report must be provided to DHC, which may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards.

Section D-Financing Requirements.

The proposed financing terms must be submitted to and approved by DHC 90 days prior to close of escrow.

In first instance, the lending institution should submit to DHC the Good Faith Estimate for the option to purchase contract, in order to determine the affordability of the family's proposed financing. In making such determination, DHC may take into account other family expenses, including but not limited to childcare, unreimbursed medical expenses, education and training expenses and the like. Once completed the loan application and copy of the Settlement Statement must be presented to DHC for final approval.

Certain types of financing, including but not limited to, balloon payment mortgages, unless convertible to a variable rate mortgage, are prohibited and will not be approved by DHC.

DHC, on a case-by-case basis, shall consider seller-financing mortgages. If a mortgage is not FHA-insured, DHC will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/ FHA, Ginnie Mae, Fannie Mae, Freddie Mac, Detroit Housing Finance Agency, USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

Section E—Assistance Limits

(1) Assistance Limits

Notwithstanding the provisions, except for disabled and elderly families, a family may receive Section 8 home ownership assistance for not longer than ten (10) years from the date of close of escrow unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years.

(2) Exceptions to Elderly and Handicapped Applicants

Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation. If a disabled family or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date home ownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of home ownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that home ownership payments are made, or is a spouse of any member of the household who has an ownership interest.

(3) Reexaminations Requirements

A participant in the Section 8 Home Ownership program shall meet the reexaminations (Recertifications) requirements.

(4) HAP Payments

The amount of the monthly assistance payment will be based on three factors: the voucher payment standard for which the family is eligible, the monthly home ownership expense, and the family's household income. DHC will pay the lower of either the payment standard minus the total family contribution ("TFC") or the family's monthly home ownership expenses minus the TFC. The Section 8 family will pay the difference.

(i). Determining the Payment Standard.

The voucher payment standard is the fixed amount that DHC annually establishes as the "fair market" rent for a unit of a particular size located within DHC's jurisdiction. In the home ownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase. The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. DHC will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities.

(ii) Determining the Monthly Home Ownership Expense.

Monthly home ownership expense includes all of the following: principal and interest on the initial mortgage and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowner's insurance; maintenance expenses per DHC's allowance; costs of major repairs and replacements per DHC's allowance (replacement reserves); utility allowance per DHC's schedule of utility allowances; principal and interest on mortgage debt incurred to finance major repairs, replacements or improvements for the home including changes needed to make the home accessible; and homeowner association dues, fees or regular charges assessed, if any.

(iii) Determining the Total Family Contribution.

The TFC is that portion of the home ownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance,) will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

(iv) Payment to Family or Lender.

DHC will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and DHC will pay its contribution towards the family's homeowner expense directly to the family, unless otherwise required by the lender. The family will be responsible to submit the entire mortgage payment to the lender unless the lender requires direct payment of DHC's contribution.

Section F-Termination of Section 8 Homeownership Assistance.

(1) Grounds for Termination of Home Ownership Assistance

Failure to Comply with Family Obligations Under the Section 8 Program or DHC Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 program, DHC's home ownership policies, or if the family defaults on the mortgage. If required, the family must attend and complete ongoing home ownership and housing counseling course. The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide DHC with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; the family's household income and home ownership expenses on an annual basis; any notice of mortgage default received by the family; and any other notices which may be required pursuant to DHC home ownership policies. Except as otherwise provided in this Section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving home ownership assistance.

(2) Occupancy of Home.

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, DHC will not continue home ownership assistance commencing with the month after the family moves out.

(3) Changes in Income Eligibility.

A family's home ownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Home Ownership program shall continue until such time as the assistance payment amounts to \$0 for a period of six (6) consecutive months.

(4) Reaching Maximum Term of Home Ownership Assistance.

Once the family is reaching the maximum term of home ownership assistance, DHC will notify 90 days before the date of such occurrence, that no further assistance will be disbursed to the family once the date of termination arrives.

(5) Procedure for Termination of Home Ownership Assistance.

DHC shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family, in accordance with this section.

Denial or termination of assistance under basic voucher program. DHC may deny or terminate homeownership assistance in accordance with § 982.552(grounds for denial or termination of assistance) § 982.553 (Crime by family members)

DHC may deny or terminate assistance for violation of participant obligations described in §982.551 or §982.633.

(6) Right to Informal Hearing Procedures

A participant in the Section 8 Home Ownership program shall be entitled to the same informal hearing procedures as set forth in Informal Hearing Procedures for Participants of DHC's Administrative Plan.

(7) Continued Participation in Section 8 Housing Choice Voucher Program.

(i) Default on FHA-Insured Mortgage.

If the family defaults on an FHA-insured mortgage, the DHC may permit the family to move with continued Section 8 housing choice rental assistance if the family demonstrates that it has (a) conveyed title to the home as put forth in the FHA documents.

(ii) Default on non-FHA-Insured Mortgage.

If the family defaults on a mortgage that is not FHA-insured, DHC may permit the family to move with continued Section 8 housing choice voucher rental assistance if the family demonstrates that it has (a) conveyed title to the home to the lender, to DHC, or to its designee, as may be permitted or required by the lender; and (b) moved from the home within the period established or approved by the lender and/or DHC.

(iii) Return to tenant-based assistance on the Downpayment Grant.

DHC may not commence tenant-based rental assistance for occupancy of the new rental assisted unit so long as any family member owns any title or other interest in the home purchased with homeownership assistance. Further, 18 months must have passed since the family's receipt of the downpayment assistance grant.

(8) Administrative Fee.

For each month that home ownership assistance is paid by DHC on behalf of the family, DHC shall be paid the ongoing administrative fee described in 24 CFR §982.152(b).

(9) Waiver or Modification of Home Ownership Policies.

The Executive Director of DHC shall have the discretion to waive or modify any provision of the Section 8 home ownership program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

Chapter 22

Family Self Sufficiency Program

A. Overview and Program Objectives

Effective as of October 1977, the Detroit Housing Commission (DHC) began implementation of a Family Self Sufficiency (FSS) program to assist Housing Choice Voucher holders who are working towards achieving self sufficiency. The DHC intends for many HCV participants to ultimately “graduate” from the FSS program-with the support of program staff and citywide resources-into homeownership and/or better employment and educational opportunities.

The FSS program is administered by the DHC staff in Assisted Housing working in concert with a Program Coordinating Committee (PCC), which represents key community resources.

FSS is a program established by HUD-and administered by DHC-with the goal of promoting resident empowerment and economic independence. FSS is a voluntary program that encourages families to develop individual, multi-year Family Action Plans. Under FSS, the increased income from wages earned by the participating family-subject to certain regulatory restrictions-goes into an “escrow account” that can be drawn down by the family for eligible expenses such as homeownership or advanced education.

A cornerstone of the program is the multi-disciplinary review and coordination of family action plan strategies through the PCC and identifying community resources such as social service programs, human resources and financial resources from both the public and private sectors to support family goals.

Information on the FSS program will be publicized to all current and future HCV voucher participants. Every working age adult/participant will be encouraged to enroll. Section 8 FSS staff will assist families to design their own individual family action plan as the first step of the FSS process. The action plan will be developed and shared with Program Coordinating Committee to ensure that it is complete and realistic, and identify ways in which local agencies can assist each FSS participant in meeting their goals. The PCC will meet quarterly, or more frequently as needed, to review and assess FSS participant needs and to provide interagency coordination to ensure that services are being duplicated.

Following approval of the Individual Tenant Service Plan (ITSP), the FSS staff will work with each participating family by monitoring their progress, identify and resolve obstacles, and help identify resources to provide training, counseling to support job readiness, job placement, home ownership and other program services. Participant information related to their FSS progress will be updated periodically and at a minimum updated at their annual re-examination.

B. Program Dimensions

Based on discussions with Section 8 staff and local service providers (including the Family Independence Agency), the following listing of supportive service was identified for FSS

participants. The specific services required by each individual family will differ based on needs. These differences will be determined during the initial FSS application process when the participants meet with the FSS staff person to discuss their family circumstances:

Supportive Service Need	Examples
Education	<ul style="list-style-type: none"> • Basic Literacy Skills • GED Preparation • Community College or University Courses • English as Second Language
Job Readiness	<ul style="list-style-type: none"> • Self Esteem and Motivation Building • Job Seeking Skills • Good Work Habits
Job Training	<ul style="list-style-type: none"> • Structured Training Programs leading to entry-level jobs • Combined work/ study courses
Childcare	<ul style="list-style-type: none"> • Infant and toddler care • “Latch Key” after school care • Expanded hour care
Transposition	<ul style="list-style-type: none"> • Transposition to training and education • Transposition to childcare • Transposition interviews • Transposition to job sites
Counseling	<ul style="list-style-type: none"> • Parenting Skills • Substances Abuse Prevention, Intervention and treatment • Domestic Violence Prevention and Intervention
Homeownership	<ul style="list-style-type: none"> • Credit Counseling • Home buying Process • Down payment Assistance

C. FSS Family Selection Process

The FSS Program is a voluntary program and is open to all current and future Section 8 participants that are in good standing with DHC HCV program. At each annual re-examination, all HCV participants will be notified of the availability of program participation, and literature of the program will be included in re-examination packages. In addition, participants will be advised of the opportunity to sign up to participant in the FSS program at any time by notifying their assigned Housing Specialist and completing the FSS application. DHC will conduct group meetings to inform interested families about the program.

Following an initial information session, families who want to participate in the FSS program will meet a FSS staff person to schedule an appointment to develop a family needs assessment and action plan.

At this point, DHC does not anticipate that the demand for the program will exceed the number of available FSS slots. However, should demand exceed supply, DHC will establish a waiting list using the following preferences:

1. Persons currently participating in a documented self-sufficiency activity will be given first preference for up to 50% of program slots. Such activity includes, but is not limited to, job training, educational programs, employment programs DHS-sponsored training activities.
2. After applying the above preference, a preference will be given based on length of time in Section 8 program, i.e., families with longer program tenure will be served first.

DHC will not discriminate based on race, religion, sex disability status, family status or national origin. Assistance will be given to all participants that require assistance completing the FSS materials during informational sessions and interpreters may be provided if requested. Information to be obtained in the one-on-one sessions between the FSS staff person and the participating families will be used to determine the need for services and the sessions will aid in the development of a realistic action plan. This information will not be used to discriminate in any fashion.

D. Outreach efforts

DHC will include FSS information as part of the Annual Re-examination packet that is annually mailed to each HVC participant. In addition, FSS information will be distributed to each HCV applicant at the HCV program briefing.

E. Incentives

The incentives offered by DHC to encourage families to participate in FSS include:

- Eligibility for escrow account savings
- Annual escrow account statement
- Refund of escrow account with investments income upon successful program completion
- Customized needs and skills assessments to those residents can develop realistic, attainable employment goals
- Direct relationship with trained FSS staff person
- Access to supportive service referrals
- Priority consideration for DHC future service and home ownership programs

F. FSS Program Supportive Services

Participating FSS Families will work directly with qualified FSS staff in Assisted Housing who will serve as their assigned FSS case manager for the FSS program. FSS staff will:

- Evaluate the needs of participating families related to job training, employment, supportive services and other areas impacting family self sufficiency
- Work with the family to develop an Individual Training and Service plan, which includes measurable goals and objectives
- Provide referrals to appropriate training, education and support services
- Periodically monitors family progress through telephone call, meetings, letters, etc.
- As requested, works to resolve obstacles impacting the family's ability to fulfill their plan

Periodically, DHC may conduct group meetings and seminars for FSS participants in partnership with local service providers. These meetings and seminars will provide an opportunity to share information related to common participant needs and problems.

The following table includes a listing of service providers, in the Detroit area, who can provide supportive services to FSS program participants. Each agency has its own set of eligibility criteria; however, Assisted Housing FSS staff will have information available on these resources for review by program participants.

Supportive Service	Detroit Area Service Providers
Education	Marygrove College, Wayne County Community College
Job Readiness	Society of St. Vincent DePaul, Family Independence Agency
Job Training	C of D Employment & Training, Urban League
Childcare	New Steps, Focus Hope
Transportation	C of D Human Services, Spectrum Human services
Counseling	Salvation Army, Black Family Development
Homeownership	Detroit Non-Profit Housing, MSHDA

G. Method for Identifying Support Services Needs

The first step of the process of identifying supportive service needs will involve the development of a comprehensive Family Needs Assessment (FNA). The assessment may require more than one appointment, depending on family circumstances. The FNA will help participating families develop and articulate clear goals in each key area including, education, job readiness, job training, job placement, support services, childcare, transportation, etc.

The FNA form contains a "release of information" statement that will permit FSS staff to discuss with other service programs the benefits a participant family may be receiving or for which it may be eligible to receive services under the FSS program. The statement also permits DHC to share the participant's information with the Program Coordinating Committee so that all entities involved in developing the family's action plan can determine how to best meet the family's needs. (The PCC member will be required to sign a document ensuring that they will maintain

the confidentiality of all such information) Finally, the statement permits DHC to include in a participant's file the most recent 50058 from the family's resident file.

Following completion of the FNA, FSS staff and participant will jointly develop an Individual Training and Services Plan (ITSP) that will include measurable goals, objectives, and a timeline. Once the ITSP is agreed upon, the family will sign it and the FSS Contract of Participation. The plan and contract become effective immediately upon signature. At that time, FSS staff will ensure that appropriate steps are taken to establish an escrow account and register the family as an active FSS participant. The ITSP may run for up to a five-year period. During this period, the plan may need to be modified to meet changing circumstances. Modifications will be jointly agreed to in writing by FSS staff and the participant.

The contract of Participants specifies important program terms and conditions including:

1. The five year limitation on participation in the program, unless an extension has been granted.
2. A description of the manner in which rental payments will be calculated.
3. A description of the escrow savings account and the participant's access to such accounts at the end of the program.
4. The participant's and the FSS program's obligations over the course of the program.
5. The conditions under which a person may terminate or be terminated from the FSS program.

The Contract is employed to emphasize the significance of this effort and the limited time of participation in the FSS program. Under the terms of the Contract, FSS staff will, at least annually, conduct a formal review of each participant's status to certify compliance with the FSS program terms and eligibility for continued participation.

H. Program Coordinating Committee

DHC will establish a multi-disciplinary Program Coordinating Committee to provide advice and input on supportive services to the FSS program. The PCC will be coordinated by the Assisted Housing Deputy Director or assigned staff that will schedule quarterly meetings (or more frequent meetings), prepare agendas, and maintain meeting notes.

A primary activity of the PCC is to assist in securing commitments from public and private resource providers to help operate the FSS program. The PCC may also assist DHC in the development of the FSS action plan and in the program implementation. DHC will work to recruit and encourage the active participants of PCC members who represent the following organizations and service providers:

- Detroit Public School System
- Family Independence Agency
- Detroit Works Partnership
- Detroit JOB Net

- Detroit Empowerment Zone including One Stop Capital Shop
- Wayne State and other childcare providers
- Detroit and Michigan Departments of Social services
- Private business persons including bankers who can assist in home ownership counseling efforts
- Other to be determined

Each member of the PCC will be encouraged to provide resources wherever possible and to keep the group posted on grants and other sources of funding that will enable the FSS program to acquire the services needed by its participants.

The PCC will serve as an advisory group to DHC concerning Family Self-Sufficiency program policies and procedures. Its ultimate goal is to create an effective multi-disciplinary support system to assist participating families in reaching economic self-sufficiency. Specific tasks of the PCC include:

- Review, modify, and approve the FSS action plan to ensure that it is appropriate, realistic and performance-oriented.
- Provide ongoing review and support of individual family plans during the implementation stages
- Identify effective skills assessment tools, job readiness, and job placement strategies, that address community and FSS program needs
- Assist in identifying job training opportunities and other services, in the public and private sectors
- Assist in securing supportive services in the public and private sectors through joint planning and/ or fundraising efforts
- Assist in developing home ownership opportunities

I. FSS Contract Compliance

DHC will not terminate HCV assistance because of the family's failure to meet FSS contract responsibilities. FSS participants must, however, follow all HUD established rules and regulations for the HCV program.

J. Corrective Action: Termination of FSS Participation

Participants may be terminated from the FSS program (but not from Section 8 assistance) for failure to comply with their obligations under the FSS Contract of Family Participation.

If the staff determines –based on a review of participants progress –that a resident is not in compliance with the FSS Contract, the FSS participant shall be notified in writing of the nature of the noncompliance. This letter shall request the FSS participant to attend a meeting with the assigned FSS staff person at DHC to review their progress and to determine if there are any compelling reasons not to terminate their FSS program participation.

If the resident does not attend the scheduled meeting, then their participant is FSS shall be terminated through a letter sent by DHC. If the participant does not attend the scheduled meeting, and FSS staff determines that the resident should be terminated from the FSS program, then a letter of termination shall be mailed to the Participant.

The letter notifying the FSS participant shall inform them of their right to an informal review hearing before the Deputy Director of Assisted Housing programs. The Deputy Director shall conduct the informal review hearing within (30) thirty days of the participant's request. During the informal hearing, participants shall be allowed to present verbal and written information as to why they should not be terminated from the program. The decision of the FSS hearing shall be mailed to the participant within (10) ten days of the FSS informal hearing. Termination from the program will result in the participant's forfeiture of escrow funds, if applicable.

To receive a hearing, the FSS participant must submit their request for a hearing within 10 calendar days from the receipt of their FSS termination notice. The written notice can be provided via mail, or hand-delivered to DHC.

K. Assurances of Non-Interference and Coordination of Efforts

DHC certifies that a family's election not to participate in the FSS program will not affect the family's participation or continued participation in the HCV program. Participation in FSS program is strictly voluntary. A family's decision not to participate will not affect their housing benefits.

DHC certifies that all FSS program planning and implementation efforts will be coordinated to the greatest extent possible with local service providers, including: training and supportive service entities, the Job Opportunities and Basic Skills Training Program under Part F of Title IV of the Social Security Act; the Job Training Partnership Act funded programs; and, other applicable employment, childcare, transportation, training and education programs available in the area.

Additionally the FSS staff person will work other divisions within DHC that have similar self-sufficiency mandates to share resources and to help identify available resources for all programs with a similar mandate.

L. Implementation Timetable

The following is a listing of key implementation milestones and project dates for the Family Self-Sufficiency Program at DHC.

1. Review and obtain consensus from the PCC on the FSS Action Plan (Target completion; 04/06)
2. Assign initial FSS Section 8 Staff (Target completion 2/06)
3. Establish Program Coordinating Committee and schedule a meeting (Target completion; 3/06)
4. Continue recruitment of FSS participants (ongoing)

5. Complete FSS recruitment and the Contract signing of 100 families (Target completion 05/06)

Glossary

A. Acronyms Used in Subsidized Housing

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register, which is used to compute annual rent adjustments.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFP	Certificate of Family Participation
CFR	Code of Federal Regulation. Commonly referred to as “the regulation”. The CFR is the compilation of Federal rules, which are first published in the Federal Register and define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
CR	Contract Rent
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contribution Act – Social Security taxes
FmHA	Farmers Home Administration
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant payment (TTP).
GR	Gross Rent
HA	Housing Agency.
HAP	Housing Assistance Payment

HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983
HV	Housing Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independence Public Account
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RLA	Request for Lease Approval (see also RFLA)
RFLA	Request for Lease Approval
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent

TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. Glossary of Terms Used in Subsidized Housing

ABSORPTION. In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated.

ACC RESERVE ACCOUNT (FORMERLY “PROJECT RESERVE”). Account established by HUD from amounts by which the maximum payments to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amounts actually approved and paid. This account is used as the source of additional payment for the program.

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly “operation reserve”). Account established by HS from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL CONTRIBUTION CONTRACT (ACC). A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources from the 12-month period following the date of determination of income, computed in accordance with the regulation.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

“AS-PAID” STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CERTIFICATE OF FAMILY PARTICIPATION. A Certificate issued by the PHA under the Section 8 Rental Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.

CERTIFICATE OR VOUCHER HOLDER. A family holding a voucher or certificate with unexpired search time.

CERTIFICATE PROGRAM. Rental certificate program.

CHILDCARE EXPENSE. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151

CONTIGUOUS MSA. Importability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY. The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student of age or over.

DISABLED PERSON. A person who is any of the following:

- 1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).
- 2) A person who has a physical, mental, or emotional impairment that:
 - i) Is expected to be of long-continued and indefinite duration;
 - ii) Substantially impedes his or her ability to live independently; and
 - iii) Is of a nature that ability to live independently could be improved by more suitable housing conditions.
- 3) A person who has developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C 6001(7)).

DISPLACED PERSON. A person displaced by governmental action, or a person whose dwelling has extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and Local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD. A family whose head or spouse sole member is at least 62 years of age or a Disabled Person as defined in this section or a Handicapped Person as defined in this section or may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY. (Family). A family is defined by the HA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and /or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the certificate program an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the HA under prescribed conditions, and is used in determined the initial contract rent. In the voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register in accordance with 24 CFR Part 882.

FAMILY. The applicant must qualify as a family as defined by the HA

FAMILY OF VETERAN OR SERVICE PERSON. A family is a “family of veteran or serviceperson” when:

1. The veteran or serviceperson (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or serviceperson, unless deceased, is living with the family or is only temporally absent unless s/he (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalized and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FEDERAL PREFERENCE. A preference under federal law admission of applicant families that are any of the following:

- 1) Is expected to be of long-continued and indefinite duration;
- 2) Substantially impedes his or her ability to live independently; and

- 3) Is of such a nature such ability could be improved by more suitable housing conditions.

HAP CONTRACT. (See Housing Assistance Payment contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term “HA” includes an Indian housing authority (IHA). (“PHA” and “HA” mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by as HA. The total assistance payment consists of:

- (1) A payment to the owner for rent to owner under the family’s lease.
- (2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a “utility reimbursement” payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP Contract). A written contract between an HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 Programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding programs directives.

HURRA. The housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulations. Federal Register notices or other binding programs directives.

IMPUTED ASSET. Asset disposed for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

- (1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
- (2) By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the federal preference.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW-INCOME FAMILY. Prior to the 1982 regulations, this meant a very low-income family, which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

The Section 8 Certificate and Voucher program have an Addendum to Lease that has mandatory language which must be incorporated into any lease the HA uses. The Addenda are different for the Certificate and Voucher Programs.

LIVE-IN AIDE. A person who resides with an elderly person or person with disabilities and who:

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

LOCAL PREFERENCE. A preference used by the HA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the Housing Choice Voucher program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing leveling of construction cost or unusually high or low family incomes.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 programs, the Market Rate Rent is that approved by HUD and is the Contract Rent for a Section 8 Housing Choice Voucher holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expense, including insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for the Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in the expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1 ½ of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1 ½ of the Annual Income.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity savings, checking, IRA and Keogh account, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards estimated by an HA to determine the appropriate number of bedroom for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease sublease housing.

PARTICIPANT. A family that has been admitted to the HA's certificate program or voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD. The amount used to calculate the housing assistance a family will receive in the HA's Housing Voucher Program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.) In this rule, a "PHA" is referred to as a "housing agency" (HA).

RANKING PREFERENCE. A preference used by the HA to select among applicants families that qualify for federal preference.

REEXAMINATION. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional charges to be reported. These are annual and interim recertifications.

REMAINING MEMBER OF TENTANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. This is called Contract Rent in the Certificate Program and Rent to Owner in the Voucher Program. It is the total amount of rent payable to the owner by the family and the HA per month for an assisted unit.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or recourses towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount, which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association), which receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United State Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Voucher Program, Tenant Rent is Rent to owner less HAP.

TOTAL TENANT PAYMENT (TTP). Total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities mean water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigeration, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit be an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT The amount, if any, by which the Utility Allowance for the unit, if applicable exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENT. (For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family, which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

WAITING LIST. A list containing families organized according to HUD regulations and HA policies that are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments.

RESIDENT MEMBERSHIP OF PHA GOVERNING BOARD

The Detroit Housing Commission is organized pursuant to the provisions of Michigan State Law, Public Act 18 of 1933, as amended. The Commission usually consists of five members appointed by the Mayor of the City of Detroit. *NOTE: DHC's Resident representation on the Board of Commissioners is appointed by Mayor of the City of Detroit. Currently, DHC has a one member Board of Commissioners appointed by the United States Secretary of Housing and Urban Development per the terms of the Cooperative Endeavor Agreement between HUD and the City of Detroit.*

MEMBERSHIP OF THE RESIDENT ADVISORY BOARD

The Detroit Housing Commission Resident Advisory Board consists of one representative from each of DHC's developments. The representatives are the elected President of each development's Resident Council or his/her designee. The current members of the Resident Advisory Board are:

DHC Development	Name of President	DHC Development	Name of President	DHC Development	Name of President
Brewster/Douglas	Rosanna Johnson	Jeffries Homes	Lonza Griffin	Souourner Truth	Juanita Dhue
Forest Park	Freddy Smith	Villages of Parkside	Catherine Rowe	State Fair	Clara Ankom
Charles C. Diggs	Thelma Simpson	Sheridan I	Vacant	Warren West	Charles Williams
Charles Terrace	Beatrice Sharkey	Sheridan II	David Jenkins	Scatted Sites	Vacant
Harriet Tubman	Leonard Conner	Smith Homes	Velma Jackson		

ATTACHMENT J HOUSING CHOICE VOUCHER PROJECT BASE PLAN

Detroit Housing Commission (DHC) will commit up to 20% of the allocated vouchers through the Housing Choice Voucher Program in accordance with the statute and the federal regulations governing the program. The authorized jurisdiction is the City of Detroit, Lapeer, Macomb, Monroe, Oakland, St. Clair, and Wayne Counties. The six counties are diverse in population and economics, including urban, suburban and rural areas, some areas such as the City of Detroit are predominately classified as minority and/or economically impacted. In accordance with the City of Detroit Consolidated Plan, DHC is committed to creating communities that incorporate homeownership, commercial, provides access to public transportation, and quality diverse affordable housing for various populations in which the City of Detroit will be included. DHC intends to make use of the Housing Choice Voucher Program on Hope VI property that qualifies or property that is secured by DHC. Due to the age and deteriorated condition of property in the City of Detroit and some of the surrounding areas that are within DHC's jurisdictions, DHC has choose to use the Housing Choice Voucher Project Base Program to secure higher quality units on a longer term basis. DHC does reserve the right to designate the Housing Choice Voucher Project Base Program contracts to qualified owners, developers through the competitive bidding process required through federal and state requirements and agency polices within DHC designated jurisdiction. This action is consistent with DHC's Annual and Five Year Plans.