

Delaware State Housing Authority

**STATEMENT OF POLICIES GOVERNING ADMISSION
AND OCCUPANCY IN LOW-RENT PUBLIC HOUSING
AND PUBLIC HOUSING HOME OWNERSHIP**

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SECTION I. NONDISCRIMINATION

A. Compliance With Civil Rights Laws

It is the policy of the Delaware State Housing Authority, (hereinafter referred to as DSHA) to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (As amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments), any applicable State laws or local ordinances and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.

DSHA shall not discriminate because of race, color, sex, religion, age, disability, national origin, or familial status in the leasing, rental, or other disposition of housing or related facilities, (including land), included in any Development or Developments under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

1. Non-Discrimination

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

- a. Deny to any family the opportunity to apply for housing, accommodations, facilities, services, financial aid or other benefits provided under the program, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
- b. Provide any eligible person housing, accommodations, facilities, services or other benefits, which is different than that provided to others;
- c. Subject any eligible person to segregation or disparate treatment;
- d. Restrict any eligible person's access to any benefit enjoyed by others in connection with the Public Housing program;
- e. Treat any eligible person differently in determining eligibility or other requirements for admission (except with respect to accessible units provided to persons intending to occupy such accessible units which will be required to comply with DSHA's screening or eligibility standards);
- f. Deny any eligible person access to the same level of services;

- g. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the Public Housing program; or
- h. Discriminate against families with members who have eligible immigration status. **[24 CFR 1.4] [24 CFR 6.4]**

DSHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group will be treated on an individual basis in the normal processing routine. **[24 CFR § 960.203(a).]**

2. Non-ADA Discrimination

DSHA shall not, directly or through contractual, licensing, or other arrangements, solely on the basis of handicap:

- a. Deny a qualified individual with handicaps the opportunity to participate in, or benefit from, the housing, aid, benefit, or service; **(24 CFR 8.4(b)(i)).**
- b. Afford a qualified individual with handicaps an opportunity to participate in, or benefit from, the housing, aid, benefit, or service that is not equal to that afforded to others;
- c. Provide a qualified individual with handicaps with any housing, aid, benefit, or service that is not as effective in affording the individual an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;
- d. Provide different or separate housing, aid, benefits, or services to individuals with handicaps or to any class of individuals with handicaps from that provided to others unless such action is necessary to provide qualified individuals with handicaps with housing, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified individual with handicaps by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any housing, aid, benefit, or service to beneficiaries in the recipient's federally assisted program or activity;
- f. Deny a qualified individual with handicaps the opportunity to participate as a member of planning or advisory boards;
- g. Deny a dwelling to an otherwise qualified buyer or renter because of a handicap of that buyer or renter or a person residing in or intending and eligible to reside in that dwelling after it is sold, rented or made available; or

- h. Otherwise limit a qualified individual with handicaps in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other qualified individuals receiving the housing, aid, benefit, or service. **[24 CFR § 8.4]**

DSHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunities. In accordance with Section 504 and the Fair Housing Amendments Act of 1988, DSHA will make such procedural, administrative, locational, or physical changes as are required to provide individuals with disabilities (applicants or residents) with the opportunity to achieve equal access to housing and such related benefits and services as provided by DSHA.

3. Reasonable Accommodations

DSHA will make reasonable accommodations in accordance with the Section 504 regulations. In reaching an accommodation with an otherwise qualified individual with disabilities, DSHA is not required to:

- a. Make structural alterations to existing facilities when other methods can be demonstrated to achieve the same effect;
- b. Make structural alterations that require the removal or altering of a load-bearing structural member;
- c. Provide an elevator in any multi-family housing project solely for the purpose of locating accessible units above or below the grade level; **[24 CFR § 8.26]**
- d. Provide support services that are not already part of its housing programs;
- e. Take any action that would result in a fundamental alteration in the nature of the program or service; or
- f. Take any action that would result in an undue financial and administrative burden on DSHA.

In choosing among alternatives to meet federal requirements, DSHA shall give priority to those methods that offer programs and activities to qualified individuals with handicaps in the most integrated setting appropriate. **[Required 24 CFR § 8.24(b)]**

DSHA's records with respect to applications for admission to any Public Housing Unit shall indicate for each application the date and time of receipt; the determination of DSHA as to eligibility or non-eligibility of the applicant; where eligible, the unit size for which eligible, the income tier of the applicant and the preference rating, if any.

In accordance with the Resident Selection Plan set forth in III of this Policy, DSHA will maintain a record of units offered, including the date, location, unit identification, circumstances of each offer, each acceptance or rejection, and the reason for any rejection. **[Required by HUD Handbook 7465.1 REV-2., Chapter 1, 1-2 a.]**

DSHA will not permit these policies to be subverted to do personal or political favors. DSHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

4. Accessibility and Plain Language

- a. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some must be made so, subject to the undue financial and administrative burden test.
- b. Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed.
- c. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but DSHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, DSHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities (which the applicant is not required to disclose) may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once.
- d. At the point of initial contact with all applicants, DSHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail, fax, or through DSHA's on-line application process; and permitting alternative sites for application taking. Applicants may also choose to have DSHA mailings sent to an individual or agency other than themselves (for example, if their mailbox has been vandalized or they are moving frequently).
- e. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. DSHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language

interpreters for the hearing impaired because the Fair Housing law makes no such requirement).

f. At a minimum, DSHA will prepare the following information in plain-language accessible formats:

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

SECTION II. ADMISSIONS

A. Application Process

Families wishing to apply for DSHA's housing programs must complete and submit an application when the waiting list is open.

If the waiting list is closed and DSHA decides to open the waiting list, DSHA will announce in the local media when and where applications will be taken.

DSHA will also send the announcement to agencies whose clients are very-low income or disabled. Flyers will also be available in the Waiting List and Housing Management offices of DSHA.

1. Acceptance of Applications

Any family requesting an application to DSHA's Public Housing will be given an opportunity to fill one out as long as the waiting list is open and DSHA is accepting applications.

If the waiting list is open, applications may be made by any of the following methods:

- a. ONLINE via the internet at any time;

- b. BY FAX using the approved application form;
- c. BY MAIL using the approved application form;
- d. IN PERSON at the Waiting List office during normal business hours.

Once the completed, signed application is received by the Waiting List office, it will be date/time stamped as indicated below. Any application received that is incorrect or incomplete will not be processed and will be returned to the applicant.

ONLINE: If application is made online, it will be date/time stamped immediately upon successful electronic transmission. A hard copy of the application will print confirming successful transmission and indicating the assigned date/time stamp. The electronic signature created by the online application is a legal and acceptable form of signature for the purposes of DSHA's waiting list application process.

FAX/MAIL/IN PERSON: If application is made by fax, mail, or in person, it will be date/time stamped upon receipt by the Waiting List office.

Any family that applies to DSHA's waiting list will be provided information about the Moving to Work (MTW) program. Applicants will be informed that participation in the MTW program is required for all DSHA waiting list applicants, unless specifically exempted from the program. Documentation to establish the exemption will be required during the verification/interview phase. The following applicant families will be exempt from participation in the MTW program:

- a. Households whose head or spouse is 57 years of age or older and/or disabled;
- b. Households headed by an adult needed in the home to provide care for a disabled child, as verified by legal or medical documentation;

The application process works as follows: (1) the applicant completes the application form and is placed on the waiting list based on information on the form; (2) when the family's name comes to the top of the waiting list and DSHA is ready to house an applicant, DSHA will schedule an enrollment interview and will verify all necessary information.

Individuals who have physical impairments which would prevent them from making application by any of the methods described above may call the Waiting List office to make special arrangements to complete the application. If needed, DSHA will also provide appropriate assistance for the hearing or vision impaired. In order to comply with any special outreach efforts, DSHA may also take applications at designated outreach sites.

2. Application Form

DSHA records, with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination by DSHA as to eligibility or non-eligibility of the applicant; where eligible, the unit size for which eligible; the preference rating, if any, and the date, location,

identification, and circumstances of each vacancy offered and accepted or rejected.

The application form will include information on disability for the purpose of determining eligibility. Each application will include an attachment form titled "Special Unit Requirements Questionnaire" that requests information on special housing needs. All applicants, without exception, will be required to complete the questionnaire. Any information on disability will be treated in a confidential manner.

It is the applicant's responsibility to keep the Waiting List office advised of any change in mailing address. Failure to respond to correspondence within specified time periods will cause the applicant's name to be removed from the waiting list. Reminders of this responsibility are included on the application and other pertinent letters and forms.

The application form for the Public Housing Program is also used for DSHA's Housing Choice Voucher and and Section 8 New Construction (DSHA-owned) Programs.

B. Verification Of Information

1. The applicant must supply any information that DSHA determines is necessary in administration of the Public Housing Program, including submission of required evidence of citizenship or eligible immigration status. The applicant must supply any information requested by DSHA for use in a regularly scheduled reexamination or an interim reexamination of family income and composition in accordance with HUD requirements.
2. All information from each applicant will be verified. Any information relative to the acceptance or rejection of an applicant will be documented and placed in the applicant's file. DSHA must obtain and document or document third party verification why the following information is unavailable: (a) reported family annual income; (b) the value of assets; (c) expenses related to deduction from annual income; (d) other factors that affect the determination of adjusted income or income based rent. This may include reports of interviews, letters or telephone conversations with reliable sources. At a minimum these reports will include the date, source of the information, including the name and title of the individual contacted and a description of the information received.
3. Sources of information from the applicant, by means of interview or home visit may include, but are not limited to, a credit report, landlords, employers, government agencies, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where necessary.
4. As a condition of admission to or continued assistance under the program, DSHA shall require the family head, and such other family members as DSHA designates, to execute a consent form authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to DSHA such information as the Authority determines to be necessary. The use or

disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of the program. [24 CFR 960.259]

C. Qualifications For Admission

DSHA will admit as residents of Low-Rent Developments and Public Housing Home Ownership, only applicants who, at time of admission, meet all of the following requirements:

1. Who qualify as a family, defined as:
 - a. Two or more persons living together, whose income and resources are available to meet the household's needs, and who are related by blood, marriage, adoption, guardianship, operation of law; or
 - b. A single person who is not an Elderly or Displaced Person, or Person with Disabilities, or the remaining member of a resident family. [24 CFR § 5.403]; or
 - c. An Elderly Family, a Near-Elderly Family, a Disabled Family, a Displaced Family, and/or the remaining member of a resident family, all of which are defined in this Policy [24 CFR §§ 5.403, 945.105]; or
 - d. Any other single person not otherwise eligible by reason of qualification as an Elderly Family or as the remaining member of a resident family, subject to approval by HUD. [24 CFR § 5.403]; or
 - e. Other persons may be considered members of the household if they are living or will live regularly with the family including foster children, and/or children in kinship care. Live-in Aides required to provide supportive services, to ensure lease compliance by persons with disabilities, are not listed on the Lease Agreement as Household Members but are permitted to reside in the unit under the terms of a Live-in Aide Agreement which will be incorporated into the [Lease Agreement] by reference.
2. Whose Annual Income at time of admission does not exceed the income limits for occupancy established by the Department of Housing and Urban Development (HUD), and posted separately in Authority offices.
3. Whose members each have a Social Security number or can document to DSHA's satisfaction that they do not have Social Security numbers. [24 CFR § 5.216].
4. Who are not currently adequately housed in a DSHA subsidized dwelling unit.
5. Who meet or exceed the Resident Selection Criteria set forth under Section II (D), of this policy. [24 CFR §§ 960.203-205; and 7465.1 REV-2, ¶ 4-1].

6. Who have satisfactorily completed pre-occupancy training developed by DSHA and approved by DSHA, when offered.
7. Who do not have an outstanding rent balance remaining from a former tenancy, or an outstanding debt from any other low-income housing assistance program.
8. Whose members have not been evicted from federally assisted housing for five years from the date of eviction by reason of drug-related criminal activity, as defined in this Policy [24 CFR 960.204 and 24 CFR § 5.854(a)] or consisting of either a felony within the past 10 years or a misdemeanor within the past five years, provided that eligibility may be reestablished if DSHA determines that the evicted household member has successfully completed a supervised drug rehabilitation program approved by DSHA, or the circumstances leading to the eviction no longer exist.
9. Who are in eligible status with respect to citizenship or non-citizen immigration status, in the format requested by DSHA in accordance with 24 CFR §5.508 [24 CFR § 5.500(a)].
10. Home Ownership applicants will be selected from residents in DSHA's Public Housing or Housing Choice Voucher Program, Dover Housing Authority Program, or be on a current waiting list for one of the above-noted programs.
11. Home Ownership applicants must have an income of 50 percent of the area median income or higher.

D. Applicant Screening Criteria/Suitability For Admission

It is DSHA's policy that all applicants should be screened in accordance with HUD regulations and sound management practices. Applicants must be able to demonstrate the ability to comply with the terms of the Lease Agreement, either alone or with assistance which they can demonstrate that they have at the time of admission. The information to be considered in completing resident screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present or prior housing. No applicant for Public Housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified. To support a finding that they can comply with the terms of the Lease Agreement an applicant must show the following:

1. The applicant must demonstrate that the applicant family can reasonably be expected:
 - a. to pay rent and all other charges (i.e., utility bills) as required by the Lease Agreement in a timely manner;
 - b. to care for and avoid damaging the unit and common areas;
 - c. to use facilities and equipment in a reasonable way;

- d. to create no health or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in any drug related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and DSHA; and
 - h. to comply with the terms of the MTW Program unless applicant is exempt.
2. Relevant information respecting habits or practices to be considered may include, but is not limited to:
- a. An applicant's past performance in meeting financial obligations, especially rent and utility payments.
 - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors or cause damage to the unit or the development.
3. Past information that may disqualify an applicant:
- a. DSHA prohibits admission of applicants if any household member has been evicted from federally assisted housing for drug-related activity or has committed a felony within the past ten (10) years or a misdemeanor within the past five (5) years. **[24 CFR § 5.854(a)]**. Provided, however, DSHA may admit the household if DSHA determines:
 - (i) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by DSHA; or
 - (ii) The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - b. DSHA prohibits admission of an applicant if DSHA determines that any household member is currently engaging in illegal use of a drug; i.e., the person engaged in the behavior recently enough to justify a reasonable belief that the behavior is current, or is involved in a pattern of illegal use of a drug that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

- c. An applicant's ability and willingness to comply with the terms of the Lease Agreement. Applicants must be able to demonstrate the ability to comply with the terms of the Lease Agreement, either alone or with assistance which they can demonstrate that they have at the time of admission. **[Federal Register 6/2/88, Section-by-Section Analysis of Section 504 of the Regulations of the Americans with Disabilities Act, Page 20218, Column 3].**
- d. DSHA permanently prohibits admission if DSHA determines that any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine.
- e. DSHA prohibits admission if DSHA determines that any member of the household is subject to a registration requirement under a state sex offender registration program. DSHA will conduct criminal history background checks in Delaware and other states where household members are known to have resided.
- f. A reasonable cause to believe that the applicant or member of applicant's family who would reside in the unit, abuses or shows a pattern of abusing alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- g. DSHA may prohibit admission of any applicant DSHA determines has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other residents.
- h. Involvement in criminal activity on the part of any applicant family member (as defined in Section I of this Policy), which would adversely affect the health, safety, welfare, or right to peaceful enjoyment of other residents and neighbors or DSHA's agents and employees. **[24 CFR § 960.203 (c)(3) and 7465.1 REV-2, 4-1 b. (8)].**

Before DSHA denies admission on the basis of a criminal record, DSHA or the Management Agent will notify the household of the proposed action to be based on the information and will provide the subject of the record and the applicant with a copy of the criminal record if requested and an opportunity to check the accuracy and relevance of that record. DSHA will not pass along to the applicant the cost of a criminal record check. **[24 CFR 960.204]**

DSHA may require consent forms from each family member in compliance with **[42 CFR § 2.31]** to allow drug abuse treatment facilities to inform DSHA whether they have reasonable cause to believe that a household member is currently engaging in illegal drug use and to authorize DSHA to receive such information to use in determining whether to prohibit admission. The consent form will expire automatically after DSHA has made a final decision to either approve or deny the

admission of such person. DSHA will not pass along to the applicant the cost of obtaining this information.

DSHA must administer their admissions policy in accordance with all applicable equal opportunity requirements imposed by contract or federal law, including the authorities cited in **[24 CFR § 5.105(a)] and [24 CFR § 960.103(a)]**.

- i. A record of eviction from housing or termination from residential programs.
 - j. An applicant who makes false, fictitious, or fraudulent claims or statements related to eligibility, award of preference for admission, allowances, family composition or rent. **[7465.1 REV-2, Chapter 4, 4-1, (3) (b)] [24 CFR Part 28]**.
 - k. Information from any drug abuse treatment facility that indicates there is reasonable cause to believe that an individual is currently engaging in the illegal use of a controlled substance **[24 CFR § 960.205]**.
 - l. Information from any State or local agency concerning registration of any member of the applicant family in any sex offender registration program.
 - m. Participation in the MTW program within the past five years as head or co-head of household.
 - n. An applicant's misrepresentation of any information related to eligibility, preference status for admission, allowances, family composition or rent.
 - o. Payment of funds owed to DSHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. DSHA will reject an applicant for unpaid balances owed DSHA by the applicant for any program that DSHA or any housing authority operates. DSHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process.
 - p. DSHA will not admit families who owe back balances. Payment of balances to DSHA or any other housing authority does not automatically guarantee admission to DSHA's programs.
4. For applicants for the scattered site rental units, in addition to the above-noted criteria in items 1 and 2 above:
- a. In-house transfers will be considered first;
 - b. Applicants from the waiting list will be considered after in-house transfers;

- c. Applicants and/or in-house transfers may not have a receivable account balance;
 - d. Applicants and/or in-house transfers may not have incurred excessive maintenance charges in the two years prior to the transfer;
 - e. Applicants and/or in-house transfers may not have shared his/her dwelling unit with an unauthorized occupant;
 - f. Applicants and/or in-house transfers must have passed housekeeping inspections for two years prior to the transfer.
5. Further, in addition to the criteria set forth above in Section II, Clause B and Section II, Clause C, applicants for the Home Ownership Program must meet the following additional criteria:
- a. Applicant must not be under a current repayment contract or have a current receivable account balance;
 - b. Applicant must not have incurred excessive maintenance charges in the last two years;
 - c. Applicant must not have shared his/her dwelling unit with an unauthorized occupant;
 - d. Applicant must not have provided fraudulent information about income and family composition;
 - e. Applicant must have passed housekeeping inspections for two years prior to application;
 - f. Applicant must have one family member gainfully employed or have an established source of continuing income, meeting income requirements;
 - g. Applicant must have demonstrated ability to plan, budget, save, i.e. proof of savings account or savings bonds, household budget, etc.;
 - h. Applicant must complete an application.
 - i. Applicant must be in compliance with MTW program.

Applicant ability and willingness to comply with the above requirements in current and former housing will be checked and documented in accordance with the criteria described throughout this Policy.

6. Home Visits

Home visits at the current dwelling of the applicant shall be required of all applicants. Housekeeping assessments are part of the home visit. **[7465.1 REV-2, ¶ 4-1, a. (2) (b) and 4-1 b. (3) (f)].**

- a. Housekeeping criteria shall include:
 - (i) Conditions in living room, kitchen (food storage, preparation, clean-up and disposal), bathroom & bedrooms;
 - (ii) Conditions of entrance-ways, halls, and yard if they are the responsibility of the applicant;
 - (iii) Cleanliness in each room that the applicant is responsible for; and
 - (iv) General care of furniture, appliances, fixtures, windows, doors and cabinets.

- b. The home visit will also examine other factors that assess the ability of the applicant to comply with the Lease Agreement, such as:
 - (i) Evidence of destruction of property [7465.1 REV-2, 4-1, a. (2) (b)];
 - (ii) Unauthorized occupants on the premises;
 - (iii) Evidence of criminal activity [7465.1 REV-2, ¶ 4-1, a. (2) (b) and 4-1 (b) (8)]; and
 - (iv) Conditions inconsistent with applicant information previously provided during the intake process particularly with respect to any fraud by the applicant [7465.1 REV-2, ¶ 4-1(a)(3)(b)] or with respect to information reasonably related to the individuals attributes [7465.1 REV-2, ¶ 4-1(a)(5)].

- c. All applicants shall have at least two (2) days advance notice of home visits. Such notice may be written or by phone. A record of the contact shall be kept in the applicant's file.

- d. Applicants who fail the home visit or any other criteria described in the Screening Policy will be sent a Notice of Ineligibility which states the specific failure(s) in accordance with these policies and have an opportunity for an informal hearing.

7. Rehabilitation and Mitigating Circumstances

In the event negative information with respect to an applicant is received, consideration shall be given to the time, nature, and extent of the applicant's conduct and to the factors which might indicate a reasonable probability of more favorable future conduct or improved financial prospects. [24 CFR § 960.203(d)]

For example, DSHA may consider:

- a. The reason for the unsuitable rental history and/or behavior;

- b. Evidence of rehabilitation;
- c. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling services, and the availability of such services;
- d. Evidence of successful modification of previous disqualifying behavior;
- e. Evidence of the applicant family's willingness to increase family income through any legitimate means available;
- f. Evidence of successful fulfillment of a repayment agreement, or evidence of improved circumstance such that the applicant could execute and be expected to fulfill a repayment agreement if there is a reasonable probability to expect the applicant will be able to fulfill their Lease Agreement obligations;
- g. Applicant's prospect for Lease Agreement compliance as determined by DSHA Staff, may justify admission.

DSHA may request information from a drug abuse treatment facility if it obtains a signed consent form from the proposed household members whose:

- (i) Criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission; or
- (ii) Prior tenancy records indicate that the proposed household members engaged in the destruction of property; engaged in violent activity against another person; or interfered with the right of peaceful enjoyment of the premises of other residents.

Records received will be maintained confidentially and will be destroyed within five business days of the final admission decision or upon expiration of the statute of limitations for the commencement of a civil action based on the denial or until final disposition of any litigation.

Examples of mitigating circumstances might include: **[Required, 24 CFR §960.203 (d)],**

- (i) Evidence of successful rehabilitation; or
- (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
- (iii) Evidence of successful and sustained modification of previous disqualifying behavior.

In determining whether to deny admission for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, DSHA may consider whether the applicant is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. For this purpose, DSHA may require the applicant to submit evidence of the household member's current participation in, or successful completion of a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. DSHA will consider such circumstances in light of:

- (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
- (ii) the applicant's overall performance with respect to all the screening requirements; and
- (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

Written verification by a qualified and reliable third party will be required of any applicant claiming mitigating circumstances or rehabilitation as described in Section II. 7. g. (i) through (iii) above.

DSHA has no responsibility to arrange services for the applicant, coordinate benefits with third parties, provide financial assistance for support services, or engage in similar activities that are beyond the scope of the application process. In accordance with **24 CFR § 8.24 (a)(2)**, DSHA need not take any action which results in a fundamental alteration in the nature of its housing program.

If the applicant, after leasing, fails to secure such services as agreed upon and violations of the Lease Agreement occur, lawful eviction may result.

Applicants who are known to have a disability and have been determined eligible but who fail to meet the resident selection criteria, may have their cases examined to determine whether mitigating circumstances or reasonable accommodation will make it possible for them to be housed in accordance with the screening procedures established by DSHA. Notification of the opportunity for reasonable accommodation shall appear in the notice of rejection.

8. Qualifying Applicants

Verified information will be analyzed and a determination made with respect to:

- a. Eligibility of the applicant as a family;

- b. Eligibility of the applicant with respect to income limits for admission;
- c. Eligibility of the applicant with respect to citizenship or eligible immigration status;
- d. Unit size and type required for the family;
- e. Preference category, if any, to which the family belongs;
- f. Qualification of the applicant with respect to the resident selection criteria; and
- g. Eligibility for MTW and willingness to participate in the Program.

E. Notification Of Applicant

Families determined by DSHA to be qualified, in terms of both eligibility and screening, will be so notified by DSHA.

DSHA will make every effort to estimate accurately an approximate date of occupancy. However, the date given by DSHA 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 DSHA, such as turnover rates, and market demands as they affect bedroom sizes and development location.

All applications approved on the basis of eligibility will be kept on file categorized by the required bedroom size. When the established waiting list for a particular bedroom size is reduced to ten (10) qualified applicants, those applications on file will be processed according to the criteria described in Section D. At that time, the Moving to Work (MTW) Program requirements will be fully explained to the applicant.

Families determined to be qualified in terms of both eligibility and screening will be placed on the appropriate waiting list based on the unit size required, eligibility for MTW and residency preference. Elderly and/or disabled families will be offered a choice of either Public Housing or Housing Choice Voucher or may opt for first available.

There will be a single waiting list for Housing Choice Vouchers and Public Housing units. When a Public Housing unit or voucher becomes available it will be offered to the family at the top of the waiting list. If the family to which the voucher or Public Housing unit is offered does not accept that voucher or unit, the family will be removed from the waiting list.

Applicants determined unqualified or unsuitable for admission will be promptly notified. These applicants will receive a notice of rejection from DSHA stating the basis for such determination. DSHA shall provide such applicants with an opportunity for informal review of the rejection. The applicant must contact DSHA in writing within 10 working

ways of receipt of such determination. Upon receipt of the applicant's written request, DSHA shall schedule the informal review.

Applicants for the Public Housing Home Ownership Program will be notified, in writing, of their eligibility to participate in the Program. Entry into the Program is considered a transfer and applicants will not be given an opportunity to request an informal review.

F. Applicant Occupancy For Accessible Units

1. Before offering a vacant, accessible or adaptable unit to a non-disabled applicant, DSHA will offer such units:
 - a. First, to a current occupant of another unit of the same development, or comparable developments under common control, having disabilities that require the accessibility features of the vacant unit (in effect a transfer to the vacant unit);
 - b. Second, to an eligible qualified applicant on the waiting list having disabilities that require the accessibility features of the vacant unit.
2. In the event no existing disabled residents or applicants are available to lease an accessible unit, DSHA may offer the unit to an applicant not having disabilities that require the accessible features of the unit. (DSHA'S Lease Agreement requires that any applicant who accepts such a unit will move to a non-accessible unit when the accessible unit they reside in is needed by a disabled family.)

SECTION III. PREFERENCES IN SELECTION OF RESIDENTS

A. Resident Selection Criteria

A preference for admission will be granted to applicants who at the time they claim the preferences meet the appropriate definition as described below. The preference claim must be verified in a form acceptable to DSHA prior to the date of assignment.

It is DSHA's policy that a preference does not guarantee admission. Every applicant must still meet the Resident Selection Criteria and be determined eligible for admission before being accepted as a resident. [24 CFR § 960.206].

The following criteria shall be for the purpose of achieving the basic objective within a reasonable period of time, of housing resident families with a broad range of income, representative of the range of income of low and very low-income families in this Authority's area of operation, as defined in state law.

To accomplish this objective, DSHA has:

1. Conducted studies, as necessary, directed to the distribution of incomes of all low-income and very low-income families (elderly and non-elderly) in DSHA's area of operation, as defined in state law, based upon the most recent census or other reliable data on family income; and

2. Ascertained the actual distribution of incomes of all resident families in residence in DSHA developments; and
3. Ascertained the distribution of the income of families on DSHA waiting lists.

Utilizing the above information, a dwelling unit will not be allowed to remain vacant for the purpose of awaiting application by a family falling within the appropriate range.

Residents will be selected from eligible applicants for dwelling units of given sizes and within such ranges of income as may be established from time to time to ensure a broad range of income among residents.

B. Preferences

1. DSHA will give preference in the selection of residents as noted below:
 - a. Local Preferences, as defined in Section XIV, Clause FF will be given to families who can certify, at the time of application, that they are eligible for a Local Preference. Before execution of a Lease Agreement with an applicant, the preference will be verified to determine whether or not the applicant is still eligible for the preference.
 - b. A preference for the admission of elderly families and disabled families will be given, but only for those units specifically designed and/or designated for elderly families or disabled families, as defined in Section XIV, Clauses P and U. **[24 CFR 960.407]**
 - c. A preference will be given to near elderly families, as defined in Section XIV, Clause KK only when DSHA determines (in accordance with regulations of the Secretary) that there are insufficient numbers of elderly families to fill units in housing specifically designated for elderly families.
 - d. A preference will be given to applicants who are employed.
 - e. Families of federally-declared disasters who are Public Housing residents or voucher holders in another jurisdiction will receive preference over all waiting list applicants.
 - f. A preference will be given to U.S. Veterans, or families of deceased veterans if the death was service related. Veterans are placed above non-veterans in each preference category.

C. Eligibility For Continued Occupancy

Only those occupants who qualify as a family or the remaining member of a resident family, defined as a person who is considered as a member of the family on the most recent certification, will be considered eligible for continued occupancy.

SECTION IV. RENTS

A. Maximum Gross Rent To Income Ratio – Non-MTW Families

For families not participating in the Moving to Work Program, the Total Tenant Payment (TTP) for any dwelling unit shall not exceed the greater of twenty-five dollars (\$25.00), thirty percent (30 percent) of the monthly adjusted income or ten percent (10 percent) of monthly income as defined in Section XV, Definition of Terms.

Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where DSHA pays all utilities directly to the utility supplier, tenant rent equals the Total Tenant Payment.

B. Maximum Gross Rent To Income Ratio - MTW Families

For families participating in the Moving to Work Program, the Total Tenant Payment (TTP) for any dwelling unit shall be the greater of twenty-five dollars (\$25), thirty-five percent (35%) of monthly adjusted income, or ten percent (10%) of monthly income.

If a family enters the MTW Program and its TTP is calculated to be below \$120 per month, that family's TTP will increase with an increase of income until the TTP reaches \$120 per month unless the family's utility allowance exceeds that amount. In that case the family's TTP may increase to the amount of the utility allowance. Such a family will have a savings account the amount by which 35% of the resident's income less deductions exceeds the TTP or utility allowance provided, however, that a family whose income is such that 35% of that income less deductions is \$120 or less shall not have a savings account.

If a family enters the MTW Program and 35% of the family's income less deductions exceeds \$120 per month, the family's TTP will be set at the amount calculated and will not increase unless the family's utility allowance is greater, in which case the TTP may increase up to the amount of the utility allowance. If the family's income increases thereafter the rent will be capped at \$350 and the remainder, up to 35% of the family's income less deductions, will be placed in a savings account by DSHA.

C. Minimum Rent Hardship Exceptions

Families paying the minimum rent of \$25.00 may be exempt from paying the minimum rent when one or more of the following financial hardships exist:

1. The family has lost eligibility or are waiting for an eligibility determination for a Federal, State, or local assistance program;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstances, including loss of employment;

4. A death in the family has occurred; and/or
5. Other circumstances determined by DSHA or HUD. An exemption may not be provided if the hardship is determined temporary. DSHA will request reasonable documentation of hardship and also documentation of whether it is temporary or long term.

If, after investigation, DSHA reasonably determines that either (a) the tenant family can pay the minimum rent without financial hardship, as described above, or (b) any such financial hardship would be temporary, then the tenant family must pay the minimum rent retroactive to the date the minimum rent was suspended; provided, however, that in the case of a temporary hardship, the tenant family may not be evicted for non-payment of rent during the 90-day period following their exemption request and DSHA must offer a reasonable re-payment agreement with respect to any such rent not paid during that period. If the tenant family thereafter demonstrates that the financial hardship is of a long-term nature, DSHA will retroactively exempt the tenant family from the minimum rent beginning on the date of their original request and lasting so long as such hardship continues. [24 CFR 5.630]. [HUD Notice published in Federal Register Vol. 64, No. 32, Page 8192, 2/18/99].

D. Differential Between Contract And Gross Rents

In some of DSHA's developments, tenants pay the cost of certain utilities directly to the supplier of the utilities. When this is the case, the tenants' rent is reduced by a Utility Allowance that is developed by DSHA in accordance with HUD Regulations.

The following requirements apply to tenants living in developments with tenant paid utilities:

1. When a tenant applies for utility service in his/her own name, he/she must sign a third party notification agreement stating that DSHA will be notified if the tenant fails to pay the utility bill.
2. Failure of the tenant to pay utility bills will be grounds for eviction.

E. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998 and only non-MTW families are eligible for flat rents. Flat rents are market-based rents. Accordingly, they will vary by unit size and type and also by development location. All residents will be offered the choice of paying an income-based rent or the flat rent.

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an annual reexamination in order to ensure that unit size is still appropriate and community service requirements are met.

At each recertification every non-MTW family shall be offered the choice of paying the income-based rent (as calculated above) or the flat rent for the unit they will be occupying in the coming 12 months.

SECTION V. OCCUPANCY STANDARDS

A. Standards

The following standards will determine the number of bedrooms required to properly accommodate a family of a given size (except that such standards will be waived when necessary to achieve or maintain full occupancy of projects and/or scattered site houses).

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

1. Dwelling units will be assigned so that:
 - a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. (An exception may be made for infants and young children up to the age of two who are of the opposite sex);
 - b. For verified reasons of health (old age, physical disability, etc.), a separate bedroom may be provided for an individual family member;
 - c. Two children of the same sex are expected to share a bedroom;
 - d. The living room will not regularly be used as a bedroom;
 - e. A single head of household parent shall not be required to share a bedroom with his/her children;
 - f. No transfers will be made as a result of increased family size that occurs while a family is participating in MTW.

B. Occupancy Requirements

1. Only those persons listed on the most recent Lease/Notice of Rent Adjustment and Household Composition shall be permitted to occupy a dwelling unit. Additions to the household require the written approval of DSHA, except for natural birth, adoptions of children under the age of 18, or children under the age of 18 in kinship care.
2. DSHA has a legitimate management interest in deciding who is admitted to its Public Housing both at initial admission and when new persons are added to resident families. Thus, if a resident requests permission for an addition to the family (including a live-in aide but excluding additions by birth or adoption of children under the age of 18), the Resident Selection Criteria and the bedroom

size/occupancy standards established in these policies shall be used to determine whether or not to admit the new person to the household. If a new person is permitted to join the household, that person's name will be added to the Lease Agreement and an interim adjustment completed in accordance with VI.D.1 Changes to Lease Agreement, of this Policy, except for live-in aides whose status will be noted in the resident file but whose income will not be counted toward rent. **[Reference: Public Housing Lease and Grievance Procedures 24 CFR Part 966; 24 CFR § 966.4 (d)(3)(ii)].**

3. Family members over age 18 who move from the dwelling unit shall be removed from the Lease Agreement. These individuals may not be re-admitted to the unit without the prior written approval of DSHA, as provided in paragraph 2 above. Medical hardship, or other extenuating circumstances may be considered in making determinations under this paragraph as well as the size of the unit, however, family members who are approved for re-admission as live-in aides, with proper verification of need, will not be considered remaining family members for purposes of continued occupancy in the unit if the head of household dies or departs.
4. Remaining family member status applies to occupants who were member(s) of the original resident family **OR** who became permanent member(s) of the household subsequent to move-in with the written approval of management and who thereafter, remain in continuous occupancy up to and including the time the resident of record departs or dies. Live-in aides and foster children do not qualify as remaining family members. There are specific eligibility criteria established for household members who wish to claim head of household status in Section I of this Policy (see definitions). A remaining family member may stay in a Public Housing unit, provided that DSHA may require such family member(s) to move to a unit of appropriate size.
5. Visitors may be permitted in a dwelling unit for no more than fourteen (14) days in any (6) month period unless given prior written permission by Management. Unauthorized visitors remaining beyond the period specified in this paragraph shall be considered trespassers and the resident shall be guilty of a breach of the Lease Agreement.
6. Temporary dwellers such as roomers, lodgers, boarders and sublessors shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit.
7. Residents will not be given permission to allow a former resident of the development or any DSHA housing development who has been evicted to occupy the unit for any period of time.

C. DSHA Policy On Live-in Aides Stipulates That:

1. Before a live-in aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to comply with the Lease Agreement terms as the result of such care;
2. Move-in of a live-in aide must not result in overcrowding;
3. Live-in aides have no right to the unit as a remaining member of a resident family; and
4. Relatives who satisfy the definitions and stipulations above may qualify as a live-in aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

SECTION VI. LEASING OF DWELLING UNITS

A. The Lease Agreement

Applications for admission will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing will be made from the waiting list office. Offers may be made in person, in writing or by phone from the waiting list office or the development.

1. The Lease Agreement shall be signed by the head, spouse, or co-residents accepted as a family and by the authorized representative of DSHA prior to actual admission. All members of the household with the right to occupy the unit shall be listed on the Lease Agreement. The Lease Agreement will specify the unit to be occupied, the effective date, the term of the Lease Agreement, rent to be charged, security deposit amounts, those utilities management will provide, if any, excess utility charge provisions, and such other provisions as required by State and Federal Law or DSHA Policy.
2. Prior to execution by the applicant, the Lease Agreement must be explained in detail to the applicant and his/her family. One copy of the Lease Agreement will be given to the resident and an executed copy is to be retained in the resident's file in the site management office.

B. Resident Lease Transfer

If a resident family transfers from one dwelling unit to another, a new Lease Agreement shall be executed for the dwelling to be occupied.

1. Changes in rent may be made by proper notice to the resident, dated and signed. Such notices shall become part of the existing Lease Agreement.
2. Changes in family composition will be related to applications for admission.

3. If a resident transfers from one unit to another, a new Lease Agreement will be executed for the dwelling into which the family moves.

C. Contract Of Mutual Participation Execution

A Lease Agreement that complies with Section 42, HUD's regulations [24 CFR Part 966] as well as the Moving to Work Plan, as amended, shall be signed by a responsible member of each family accepted as residents and by the site manager or designee prior to the family's admission. Also, as a condition of leasing, all occupants 18 and over, so long as they reside in the designated unit, shall sign as a guarantor for payment of rent and also sign Contract of Mutual Participation and Resident Action Plan.

D. Changes To The Lease Agreement

1. If at any time during the life of the Lease Agreement, a change in the resident's status results in the need for changing or amending any provision of the Lease Agreement, one of the following will occur:
 - a. A new Lease Agreement will be executed; or
 - b. A Notice of Rent Adjustment and Household Composition will be executed by DSHA **[in accordance with 24 CFR § 966.4 (c) and (o)]**.

SECTION VII. APPLICANT SELECTION AND ASSIGNMENT POLICIES

A. Organization Of Waiting List

Each applicant shall be assigned his/her appropriate place on the DSHA waiting list. One waiting list will be maintained. Applicants will be informed that they can apply for housing in any and all areas for which they qualify. Their place on the waiting list will be based on date and time the application is received, suitable type or size of unit, and factors affecting Local Preferences by authority regulations, which are not inconsistent with the objectives of Title VI of the Civil Rights Act of 1964 and the HUD regulations and requirements pursuant thereto.

B. Method Of Applicant Selection

The plan for selection of applicants and assignment of units for low rent Public Housing, and participants in the Public Housing Home Ownership Program to assure equal opportunity and nondiscrimination on grounds of age, disability, race, color, sex, religion, familial status or national origin is as follows:

DSHA hereby establishes a plan in accordance with HUD Regulations under which the eligible applicant first in sequence is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the eligible applicant list, unless the refusal is for good cause, as described below. Persons who fail to respond to DSHA's attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a

disability. In such circumstances, DSHA shall reinstate these individuals to their former waiting list positions. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that was vacant first; and

Home Ownership applicants will be selected from residents in DSHA's Public Housing Program, Housing Choice Voucher Program, Dover Housing Authority Program, or be on a current waiting list for one of the above-noted programs; and

In the selection of a family for a unit with accessible features, DSHA will give preference to families that include a person with disabilities who can benefit from the unit features; and

In selecting applicants for offers of units, DSHA will take into account any local preferences that may be properly adopted. The local preference will be a factor in most admissions, although there may be instances (e.g., a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when DSHA will make an offer to an applicant who does not qualify for a local preference; and

The applicant must accept the vacancy offered within three working days of the date the offer is communicated (by phone, mail or the method of communication designed by the applicant) or be removed from the waiting list.

C. Good Cause For Applicant Refusal Of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of DSHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

Examples of “good cause” for refusal of an offer of housing include, but are not limited to:

1. The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
2. Inaccessibility to source of employment, education, or job training, or educational program and/or daycare for children with disabilities so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or remove a child with disabilities from day care and/or an educational program;
3. The family demonstrates to DSHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court

orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

4. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
5. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move;
6. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing;
7. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause for refusal.); and
8. DSHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

D. Dwelling Units With Accessible/Adaptable Features

1. Before offering a vacant accessible unit to a non-disabled applicant, DSHA will offer such units:
 - a. First, to a current occupant of another unit of the same development, or other Public Housing developments under DSHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
 - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, DSHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the Lease Agreement signed with the applicant.

SECTION VIII. TRANSFERS

This Section applies to all transfers between units and/or developments, except transfer into a scattered site unit. Transfers or reassignments to other dwelling units shall be made in certain limited and specific circumstances.

A. Non-Discrimination

Transfers will be made without regard to age, race, sex, color, religion, familial status or national origin.

B. Resident Transfer Criteria

A centralized transfer waiting list will be administered. The following categories will be used as resident transfer criteria and take priority over new admissions:

1. Emergency transfers will be permitted when unit conditions pose an immediate threat to resident life, health or safety as determined by DSHA;
2. Medical transfers-documentation required to substantiate the need for a medical transfer;
3. Employment transfers will be made when it can be documented that the resident has been employed for at least one year;
4. Over/underhoused residents in order to conform to DSHA's occupancy standards, except for those families that experience an increase in family size because of the birth of additional children during the MTW program.

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the Manager.

Residents are entitled to use the DSHA Grievance Procedure if they are refused the right to transfer or if DSHA is requiring them to transfer and they do not want to do so.

C. Processing Transfers

1. A centralized transfer waiting list will be administered. Managers are responsible for submitting requests for transfer including necessary documentation.
2. All transfers, except those for overhoused/underhoused will take priority over new admissions. Annually, DSHA will analyze its need for overhoused/underhoused transfers and will develop a ratio of overhoused/underhoused transfers to new admissions, i.e., one overhoused/undershoused transfer for every four new admissions.
3. Transfers will be sorted into their appropriate categories by the Occupancy staff. Transfers will be made in the following order:
 - First: Emergency transfers

- Second: Medical transfers [**Section 504 ADA compliance**]
- Third: Employment transfers
- Fourth: Overhoused/underhoused

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the Manager.

4. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, DSHA may withhold approval for a transfer until the child is two (2) years of age, depending on the availability of appropriate size units. Exceptions: spouse or partner returns to the unit, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, DSHA's prior approval of additions to the household is required.)

D. Good Record Requirement For Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for at least one year:
 - a. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - b. Do not owe back rent or other charges, or evidence a pattern of late payment;
 - c. Meet reasonable housekeeping standards and have no housekeeping Lease Agreement violations;
 - d. Can get utilities turned on in the name of the head of household (applicable only to properties with resident-paid utilities); and
 - e. Have been a resident for at least one calendar year; and
 - f. Have been in compliance with the MTW program.
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to DSHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the Central Transfer Administrator taking into account the recommendation by the Manager.
3. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.

4. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Transfers To Scattered Site Units, Home Ownership Units, And Modernized Units

All scattered site, modernized and home ownership units will be filled by transfer, unless there are no qualified transfer applicants. They will then be filled by new applicants. Scattered site transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

1. DSHA may fill recently modernized and scattered site units through incentive transfers. Depending on DSHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. DSHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.
2. Resident requests for incentive transfers should be made to their manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
 - a. No more than two repayment agreements or unpaid balances at any time in the past two (2) years;
 - b. No history of disturbances that resulted in Lease Agreement violations or violence toward staff or neighbors as indicated by notices of Lease Agreement violation in the applicant's file;
 - c. Good housekeeping record;
 - d. Have been a resident for at least two calendar years; and
 - e. Have been in compliance with MTW.

No exceptions will be granted to the good record requirement for transfers to scattered site or modernized units.

A manager's failure to process a request for transfer to scattered site or modernized unit is subject to the Grievance Procedure.

F. Cost Of Transfers

Residents shall bear the cost of transfers to correct occupancy standards or employment transfers. However, where there is a hardship due to health, disability, or other factors, the Manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards or employment transfer in an amount not to exceed a reasonable moving allowance. Transfers requested or required by DSHA will be paid for or made by DSHA.

SECTION IX. RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION

A. Re-Examination Of Income

DSHA shall re-examine the income and composition of all resident families at least once every twelve (12) months and determine whether the family's unit size is still appropriate. Such reexamination shall be subject to verification as set forth in Section II, b. hereunder. After consultation with the family and upon verification of the information, DSHA shall make appropriate adjustments in the Total Tenant Payment (TTP) and Tenant Rent.

1. Each resident family is to be notified in writing of any changes required in rent or unit size and of any misrepresentation of Lease Agreement violation revealed by the re-examination and the corrective action to be taken.
2. For resident families who must be recertified after the implementation of the MTW program, eligibility for that program will be determined at the time of recertification. If a family is eligible for MTW, a Contract of Mutual Participation will be executed at this time and a Resident Action Plan will be developed within thirty (30) days of COMP signing. The new family TTP will be calculated based on the criteria set forth in Section IV for MTW participants.
3. For MTW participants, program participation will be limited to five years from the execution of the COMP. Participants can request an extension of assistance up to one year if verified by Housing Counselor and participant is expected to have successful completion. In addition, participants can request an extension under the following circumstance:
 - a. Residents who experience short-term catastrophic illness, as verified by medical documentation.
 - b. Residents whose eligibility for assistance has been affected by the termination of employment unrelated to job performance if the unemployment rate in Delaware exceeds 7.5 percent.
 - c. Residents who have complied with their contract, yet require additional time as determined by DSHA staff.

B. Special Re-Examination Of Residents

1. Special Re-examinations. From time to time DSHA may need to perform special re-examinations at intervals appropriate to the circumstances of the resident family. **[24 CFR § 960 Subpart C].**
 - a. Persons who fail to verify income at annual/interim re-examination may be required to report for special re-examinations monthly or at intervals determined by the appropriate staff person.

- b. In addition to a person's periodic annual re-examination, persons or resident families reporting zero income shall be required to report for special re-examinations every thirty (30), sixty (60) or ninety (90) days. Such special re-examination shall occur regardless of the persons or resident families' payment of Minimum Rent.
2. Re-Examination Procedures
- a. At the time of re-examination, all adult members will be required to complete and sign a Personal Declaration (PD) form and other forms required by DSHA. These forms will be provided to the resident family by management. Assistance in completing the forms is available from DSHA's staff.
 - b. Employment or other income, allowances, Social Security numbers, household compensation and such other data as is deemed necessary, will be provided by the resident family, verified by third party documentation and filed in the resident's folder. [24 CFR §§ 5.216 and 960.259].
 - c. Verified information will be analyzed and a determination made with respect to [24 CFR § 960.259]:
 - (i) Eligibility of the resident as a family or as the remaining member of a family. (See definitions of "family" and "remaining family member", Section II. C. of this Policy);
 - (ii) Unit size required for the family; and
 - (iii) Rent the family should pay [24 CFR § 960.253].

Income shall be computed in accordance with the definitions and procedures set forth in this Policy.
3. If annual family income can reasonably be estimated at the time scheduled, the re-examination is to be completed and actions taken as appropriate. If a reasonable anticipation of annual family income cannot be made, another special re-examination is to be scheduled.

SECTION X. INTERIM ADJUSTMENTS IN RENT: FIXED RENT SYSTEM

A. Rent Decreases And Adjustments

- 1. Rent will remain in effect for the period between regularly scheduled re-examinations except in the circumstances noted below:
 - a. A person with income joins the family;
 - b. The resident has misrepresented the facts on which rent is based;

- c. Families with zero income where a re-examination is scheduled every 30 days; or
 - d. Rent formulas or procedures are changed by federal law or regulation or as a result of the implementation of a Preservation and Transfer Action Plan.
 - e. For MTW participants, the rent cap will not increase beyond \$120 per month unless the participant's utility allowance is greater than \$120. In such a case the rent cap may increase to the amount of the utility allowance not to exceed \$350 unless the utility allowance is higher than this amount.
2. Residents may report any of the following changes that would result in a decrease in the tenant's rent:
- a. Decrease in income;
 - b. Loss of income; or
 - c. Increase in allowances or deductions.
3. Residents will be notified, in writing, of any resulting rent adjustment and such notice will state the effective date of the adjustment. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided that the tenant has reported such change, in a timely manner. In the case of a rent increase, the tenant will be given a sixty-day notice.
4. If the resident has misrepresented or failed to report to management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive to the date when the change in income or status occurred on which the rent is based. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the dwelling Lease Agreement and Federal Regulations.

In addition to the actions described above, residents shall be subject to civil penalties as specified in the Program Fraud Civil Remedies Act of 1986. **[See 24 CFR § 28.10].**

5. Decrease in income – The resident family can show a change in circumstances (a decline or loss of income, additional or new deductions) that would justify a reduction in rent and reports the change in writing in a timely manner as provided in ¶ 6.a. below. (Subsequent changes in income must be reported within 15 days of occurrence.) For any resident family whose income includes welfare or other public assistance benefits, tenant rent will not be decreased to account for any reduction in such benefits resulting from: (a) a family member's failure to participate in any economic self-sufficiency program or work activity required by the applicable public assistance program; or (b) any act of fraud by any family member under the program or other applicable law. However, DSHA shall

consider any decrease in income that results from a reduction of such benefits if the family (or a member thereof, as applicable) has complied with the conditions for receiving such assistance and is unable to obtain employment notwithstanding such compliance. **[Section 12 of the U.S. Housing Act]**.

6. DSHA will make interim adjustments in rent effective in accordance with the Following policy:
 - a. When a decrease in income is reported in writing and DSHA receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed;
 - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

SECTION XI. EVICTIONS

A. Notice Of Eviction

No resident shall be given notice to vacate without being told by DSHA, in a private conference or other appropriate manner, the reason for the eviction, and given an opportunity to make such reply or explanation as they may wish.

B. Record Of Eviction

A written record of every eviction shall be maintained by DSHA and shall contain the following information:

1. Name of resident and identification of unit occupied;
2. Date of notice to vacate;
3. Specific reason(s) for notice to vacate, such as, if a resident is being evicted because of undesirable actions, the record should detail the actions which resulted in the determination that an eviction should be instituted;
4. Date and method of notifying residents, with summary of any conferences with resident, including names of conference participants; and
5. Whether or not the resident is entitled to discuss and resolve any grievance with management through DSHA Grievance Procedures.

SECTION XII. TERMINATION OF HOUSING ASSISTANCE FOR MOVING TO WORK PARTICIPANTS

A. Term Of MTW Program

The term of MTW program participation will be limited to a period of five (5) years from the date the resident executes the Contract of Mutual Participation (COMP) and shall be

contingent upon the resident's compliance with the terms of the COMP, the Moving to Work (MTW) Program and the residential dwelling Lease Agreement.

B. DSHA May Terminate The COMP If:

1. The resident and DSHA mutually and voluntarily agree to terminate continued housing assistance; or
2. HUD discontinues the MTW Program or DSHA's participation in the MTW Program; or

C. DSHA Determines That The Resident Has Received Three Strikes; Or

1. Housing assistance provided by DSHA to the resident is terminated in accordance with HUD regulations and/or the state code; or
2. The resident fails to comply with his/her residential dwelling Lease Agreement or DSHA rules and regulations.

D. Termination Of COMP

For participants in the MTW Program, termination of the COMP shall result in termination of housing assistance unless the COMP is terminated as a result of HUD action to terminate the MTW Program, or DSHA's participation therein. Any resident that fails to complete the first/original Resident Action Plan will be terminated from the Program (7-day letter).

E. Notice Of Termination.

DSHA must provide notice to the resident of termination of the COMP and housing assistance. This notice must state the reason for termination. At that time, to the extent that they are eligible for grievance procedures under their Lease Agreement and applicable HUD Regulations, the resident shall have five (5) days to request such grievance procedures. The resident has ten (10) days from the receipt of this notice to notify DSHA in writing of their intent to appeal or request an extension of housing assistance as described in Section XII, G. Failure to provide such notice will be considered acceptance of the termination by the resident.

F. Breach Of Resident's Responsibilities.

A breach of the resident's responsibilities as described in the COMP shall result in the issuance of a strike against the resident. DSHA must notify the resident in writing upon the issuance of a strike. A strike may be issued to the resident for the following:

1. Failure to complete a review or subsequent Resident Action Plan (RAP) and to comply with the responsibilities outlined in the RAP.
2. Discharge from employment because of a performance deficiency. A strike will not be issued if re-employment within 30 days of voluntary termination of employment by the resident or if the resident is discharged from employment for

reasons unrelated to job performance (e.g. lack of training, layoffs due to downsizing, seasonal employment. Clients who are laid off must have a call back date within 60 days or a strike may be issued.

3. Refusal to ensure or cooperate with school officials to ensure that school-age children are in compliance with school district attendance requirements.
4. Failure to provide DSHA with satisfactory proof of compliance with the resident's obligations under the COMP following a reasonable request from DSHA for such proof.
5. The participant has the right to request an informal review of the issuance of a first or second strike by submitting a written request within ten (10) days of the date of the strike notification letter. A copy of the request will be forwarded immediately to the Family Services Program Analyst who will conduct the review.

G. Third Strike

Upon a resident's receipt of a third strike his or her housing assistance shall be terminated as follows;

1. Public Housing residents shall be charged market-rate rent for the resident's rental unit and, upon failure to pay such market-rate rent, the resident shall be subject to eviction as set forth in Section XI of this policy.
2. DSHA and the resident shall stipulate at the execution of the COMP the market-rate rent for the resident's rental unit.
3. The issuance of a single strike is not subject to the DSHA grievance procedure. However, the resident may request an informal review of the issuance of a strike by submitting a written request for such review within ten (10) days of receipt of notice of the issuance of a strike. The written request for review must set forth all grounds upon which the resident bases his or her assertion that the strike was improperly issued and any documentary evidence which the resident wishes management to review must be submitted with the written request. Informal review shall not be available upon the issuance of a third strike if the resident is as a result thereof eligible for DSHA grievance procedures.

SECTION XIII. COMPLETION OF FIVE YEAR MTW PROGRAM AND SAFETY NET STATUS

Public Housing residents will be notified of the impending completion of the five-year period set out in the COMP. A letter reminding the resident will be sent by the Housing Manager at least 120 days before the completion date, and a copy will be provided to the case manager.

At the end of the five-year obligation, families will fall into one of two categories as follows:

Families who have been able to increase their incomes to the level where 40% of their monthly adjusted income equals or exceeds the fair market rent for their unit will be required to sign a private market lease for their Public Housing unit and begin paying the market rent plus utilities. These families will receive the money in their savings account minus any funds borrowed.

Alternatively, these families can elect to terminate their lease and move out of their Public Housing unit. If they provide documentation that they purchased a home or rented in the private market, they will receive the money in their MTW savings account minus any funds borrowed.

Families who have **not** been able to increase their incomes to the level where 40% of their monthly adjusted income equals or exceeds the fair market rent for their unit will be transferred to “safety net” status. Their total tenant payment (TTP) will revert to 30% of their monthly adjusted income. They will also forfeit the money in their MTW savings account.

Families transferred to the safety net must maintain employment of at least 20 hours per week, **earning no less than minimum wage, or in a training or educational program for at least 20 hours per week**, or a combination of both which equals 20 hours.

Families who borrowed from their MTW savings account and did **not** successfully complete the MTW program will be responsible to pay back the amount they borrowed. Repayment agreements must be signed requiring payments of the higher of \$50 per month or an amount sufficient to pay off the loan within five years. Failure to sign the agreement will result in termination of assistance.

Families in either of the above categories may apply for an extension of their COMP via their case manager if there is evidence that the family will successfully complete the MTW program within one year. The Housing Management Program Administrator has final approval of extension requests, while retaining the responsibility to hear appeals of extension request rejections.

SECTION XIV. DEFINITION OF TERMS

- A. Accessible - when used with respect to the public and common use areas of a building containing covered multi-family dwellings, means that the public or common use areas of the building can be approached, entered, and used by individuals with physical handicaps. A public or common use area that complies with the 1986 edition of the American National Standard for Buildings and Facilities providing accessibility and usability for physically handicapped people.
- B. Accessible Dwelling Unit - Individual dwelling unit located on an *accessible route* and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with physical disabilities. When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

- C. Accessible Facility - Facility or portion of a facility other than an individual dwelling unit that when designed, constructed or altered can be approached, entered, and used by individuals with physical disabilities.
- D. Accessible Route - means a continuous unobstructed path connecting accessible elements and spaces in a building or within a site that can be negotiated by a person with severe disability using a wheelchair and that is also safe for and usable by people with other disabilities. Interior accessible routes may include corridors, floors, ramps, elevators and lifts. Exterior accessible parking access aisles, curb ramps, walks, ramps and lifts. A route that complies with the 1986 edition of the American National Standard for Buildings and Facilities providing accessibility and usability for physically handicapped people.
- E. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.
- F. Adjusted Income - The income upon which rent is based, means Annual Income less the following deductions and exemptions:
1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DSHA when the expense is incurred to permit education or to seek employment.
 2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student. For MTW families, the dependent deduction is not authorized **for any new baby born ten months or longer after the COMP is signed by the resident.**
 3. **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

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

Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of annual income, provided the amount so calculated does not exceed the employment income earned.
 - b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of annual income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
4. **Earned Income Of Minors** – All amounts earned by family members other than the head or spouse who are under age 18.

For Elderly And Disabled Families Only:

5. **Medical Expense Deduction** — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DSHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
6. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household.

- G. **Alteration** - Any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems.
- H. **Annual Income** - The anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined

below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted only as authorized by clause (2) above;

If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

1. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
2. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.

All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member; periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and;

For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education, shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

All regular pay, special pay, and allowances of a family member in the Armed Forces.

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide.
6. Subject to the qualifications set forth in this clause H, the full amount of student financial assistance paid directly to the student or the educational institution; (**FR Vol. 60, #65/ 5 April 1995**)
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a Public Housing resident for performing a service for the DSHA, on a part-time basis, that enhances the quality of life in Public Housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

- e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the DSHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
 10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 12. Adoption assistance payments in excess of \$480 per adopted child;
 13. [RESERVED]
 14. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;
 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

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

- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e)];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407];
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu];
- Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)];
- Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;
 - Payments received under the Maine Indian Claims Settlement Act of 1980 (**Pub. L. 96-420, 94 Stat. 1785**);
 - The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (**42 USC 9858q**); and
 - Earned Income Tax Credit refund payments received on or after January 1, 1991 (**26 USC 32 (j)**).
- I. Anticipating Annual Income - If it is not feasible to anticipate income for a 12-month period, DSHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for residents receiving unemployment compensation.)
- J. Applicant - A person or a family that has applied for housing assistance.
- K. Auxiliary Aids - Means service devices, auxiliary aid animals, or support animals that enable persons with impaired manual or speaking skills to have an equal opportunity to participate in, and enjoy, the benefits of programs or activities.
- L. 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 or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
- M. Covered Person – A resident, any member of the resident’s household, a guest or another person under the resident’s control
- N. Dating Violence – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—
1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;

- (ii) The type of relationship;
- (iii) The frequency of interaction between the persons involved in the relationship.”

O. Dependent - A member of the family household (excluding foster children) other than the family head or spouse, who is under eighteen (18) years of age or is a disabled person or is a full-time student.

P. Disabled Family - A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides or who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Consumption Amendments of 1970 or is disabled as defined in this Section. Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416 (I) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

....a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial disability to such individual.

Q. Displaced Family - Means a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

- R. Domestic Violence – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”
- S. Drug - Means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).
- T. Drug-Related Criminal Activity - Means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- U. Elderly Family - Means a family whose head or spouse or whose sole member is at least sixty-two years of age, or disabled as defined in this section and may include two or more elderly, disabled persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well-being.
- V. Elderly Person - Means an individual who is at least 62 years of age.
- W. Facility - Means all or any portion of buildings, equipment, walks, rolling stock, structures, roads, parking lots, other real or personal property or interest in the property.
- X. Family - Includes but is not limited to:
1. A family with or without children; an elderly family; a disabled family; a displaced family; the remaining member of a resident family; or
 2. Two or more people, not related, who are able to document a stable relationship;
 3. An elderly family, single person or a displaced person as defined in this Policy;
 4. Other persons, including foster children, live-in aides and members temporarily absent may be considered a part of the family group if they are living, or will, live regularly with the family.
- Y. 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.
- Z. Guest - A person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

- AA. Head of Household - The adult family member who is the head of the household for purposes of determining income eligibility and rent.
- BB. Immediate Family Member - A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

Any other person living in the household of that person and related to that person by blood or marriage.”

- CC. Income-based Rent shall mean the greater of the following amounts (rounded to the nearest dollar) [24 CFR §§ 960.253(c), (f); 5.628]:

- a. 30% of Monthly Adjusted Income; or
- b. 10% of Monthly Annual Income; or
- c. If the resident 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.

Notwithstanding the above, if any resident family has elected to pay a flat rent, the owner shall immediately provide for the family to pay an income-based rent during any period for which such election was made if owner determines that the family is unable to pay the flat rent because of financial hardship, including:

- (i) Situations in which the income of the family has decreased because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance;
- (ii) An increase, because of changed circumstances, in the family’s expenses for medical costs, child care, transportation, education, or similar items; and
- (iii) Such other situations as owner may determine.

- DD. Income Limits

1. Lower-Income Family. A family whose annual income does not exceed eighty percent (80 percent) of the median income for the area, as determined by HUD with adjustments for smaller or larger families.
2. Very Low-Income Family. A family whose annual income does not exceed fifty percent (50 percent) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

3. **Extremely Low-Income Family.** A family whose annual income does not exceed 30 percent of the area median income, as determined by HUD, with adjustments for smaller or larger families.
- EE. **Live-In Aide** - A person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who is determined by DSHA to be essential to the care and well-being of the person; is not obligated to support the person; and, would not be living in the unit except to provide necessary supportive services. A relative may qualify as a live-in aide if all of the above-noted conditions are met. The income of a live-in aide is not counted in determining the family's income and he/she cannot qualify for continued occupancy as a remaining family member.
- FF. **Local Preferences** - DSHA defines Local Preferences to include; Residency (live and or work in Kent or Sussex Counties), Employment Preference (head or spouse/co-head is working 20 hours or more per week), and no previous MTW participation (Head and spouse/co-head have not participated in DSHA's MTW program in the past).
- GG. **Medical Expenses** - Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
- HH. **Minimum Rent** - The minimum rent shall be \$25.00 for all families.
- II. **Multifamily Housing Project** - Means a project containing five or more dwelling units.
- JJ. **Natural Disaster/Displacement Preference** - DSHA defines Natural Disaster Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, through no fault of their own by governmental action.
- KK. **Near Elderly Family** - A family whose head of household, spouse, or sole member is a person who is at least fifty years of age, but below the age of sixty-two, or two 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.
- LL. **Net Family Assets** - Value of equity in real property, savings, stocks, bonds, and other forms of capitol investment, excluding interests in Indian trust land and excluding equity accounts in HUD Home Ownership programs, and excluding the cost that would be incurred in disposing of the assets.

The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income).

In determining net family assets, DSHA 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 years preceding the date of application for the program or re-examination, 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. For purposes of determining annual income, net family assets does not include the value of a home currently being purchased with assistance under [§ 982]. This exclusion is limited to the first ten (10) years after the purchase date of the home.

- MM. Other Person Under The Resident's Control – A person, although not staying as a guest (as defined above) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the resident's control.
- NN. Preferences - DSHA will require that applicants certify to their qualification for a preference at the time of application. If their application is to be processed within 90 days, DSHA will verify the preferences. Preference verification shall be no more than 90 days old at the time of certification for a unit.

Between application and the application interview, the family will be advised to notify DSHA of any change that may affect their ability to qualify for a preference.

Applicants that cannot verify a current preference and/or do not qualify for a preference at the time of application interview will lose their preference status and their position on the waiting list. They will be notified in writing and advised of their right to an informal meeting.

A preference will be given to U.S. Veterans or families of deceased veterans if the death was service related. Veterans are placed above non-veterans in each preference category.

1. Non-MTW Preferences

- Local Preferences – Range of Income
- Tier I – Incomes up to 50 percent of area median income
- Tier II – Incomes from 51 percent to 80 percent of area median income

At least 75 percent of all admissions in any fiscal year must be from the Tier I category. Transfers do not count toward this requirement.

- Ranking Preferences
- Natural Disaster/Governmental Displacement
- Resident of or employed in Kent or Sussex Counties

- All others

Within each of the Ranking Preference categories, applications will be sorted by date and time received, with the oldest application receiving first consideration for a unit offer.

2. MTW Preferences

- Local Preferences – Range of Income
- Tier I – Incomes up to 50 percent of area median income
- Tier II – Incomes from 51 percent to 80 percent of area median income

At least 75 percent of all admissions in any fiscal year must be from the Tier I category. Transfers do not count toward this requirement.

- Ranking Preferences
- Natural Disaster/Governmental Displacement
- Residency, employment, no previous MTW participation
- Residency, no previous MTW participation
- Employment, no previous MTW participation
- No previous MTW participation
- Residency, employment
- Residency only
- Employment only
- All others

Verification of local preferences includes the following documentation:

1. Residency will be verified by Lease Agreements, utility bills, employer records, school records, drivers license and/or voter registration cards.
2. Employment will be verified by third party verification from the employer or through DSHA's computer access to the State Department of Labor.
3. Vacated resident files will be checked for MTW participation.

OO. Premises – The building or complex or development in which the Public Housing dwelling unit is located, including common areas and grounds.

PP. Project - Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots which are covered by a single

contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

- QQ. Project Owner - Means the person or entity that owns the housing project containing the assisted dwelling unit.
- RR. Public Housing Home Ownership Demonstration - To enable lower income Public Housing residents to own their own homes. Helping lower income families share in the American goal of owning their own homes; building a sense of responsibility and a home. DSHA's stake in the community that would lead to neighborhood stability and ultimate improvement. Improving the quality of life for both those families remaining as residents of Public Housing and those who move into Home Ownership.
- SS. Public Housing Scattered Site Rental House - To enable lower income Public Housing residents to have an opportunity to move from a Public Housing apartment site into a Public Housing scattered site rental house. Allowing lower income families to participate in community activities; providing input to ensure the quality of life and stability in the neighborhood for all families.
- TT. Qualified Individual With Disabilities - A person who meets the essential eligibility requirements established in these policies as well as other explicit or implicit requirements inherent in the nature of the Public Housing Program, including the capability to comply with the terms of DSHA's Lease Agreement. Also, see the definition of Disabled Person in this Section.
- UU. Residency Preference - DSHA defines Residency Preference to include applicants that live or work in Kent County and Sussex County, Delaware.
- VV. Single Person - Means a person who lives alone or intends to live alone, who is not an elderly person, a person with a disability, a displaced person, or the remaining member of a resident family.
- WW. Spouse - Spouse means the husband or wife of the head of the household.
- XX. Stalking - Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the life of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.
- YY. Tenant Rent - Means the amount payable monthly by the family as rent to the unit owner (Housing Choice Voucher owner or DSHA in Public Housing).
- ZZ. Total Tenant Payment - Shall be the following, rounded to the nearest dollar:

1. For families not in the Moving To Work Program Total Tenant Payment is the greater of twenty-five dollars (\$25.00), thirty percent (30 percent) of monthly adjusted income or ten percent (10 percent) of monthly income.

For families participating in the Moving To Work Program Total Tenant Payment is the greater of twenty-five dollars (\$25), thirty-five percent (35%) of monthly adjusted income or ten percent (10%) of monthly income not to exceed the established cap.

2. A Total Tenant Payment cap is established for Moving To Work families when:
 - a. A family enters the Moving To Work Program and the TTP exceeds the greater of \$120 or the utility allowance, TTP is capped at the amount calculated not to exceed \$350;
 - b. A family enters the Moving To Work program and the TTP is less than \$120, the TTP will increase up to the greater of \$120 or the utility allowance as the family's income increases and be capped at that level.

AAA. Utilities - Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewer services. Telephone, cable, computer or TV service is not included as a utility.

BBB. Utility Reimbursement - Funds that are reimbursed to a resident if the utility allowance exceeds the Total Tenant Payment.

CCC. Veteran's Preference - DSHA defines a Veteran's Preference to include U.S. Veterans, or families of deceased veterans if the death was service related. Veterans are placed above non-veterans in each preference category.

DDD. Violent Criminal Activity – Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

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