

DISTRICT OF COLUMBIA HOUSING AUTHORITY**NOTICE OF PROPOSED RULEMAKING**

The Board of Commissioners of the District of Columbia Housing Authority (DCHA) hereby gives notice, pursuant to D.C. Official Code Section 6-203 (2007 Ed.), of its intent to adopt the following proposed amendments and restatements of selected provisions of Chapters 60, 61, 62, 64, and 65 of Title 14 of the District of Columbia Municipal Regulations. The DCHA's rulemaking authority is found in the District of Columbia Housing Authority Act of 1999 at D.C. Official Code, § 6-202. The proposed amendments stem from the public housing lease and contain the rules governing definitions, recertification, repayment of security deposits, minimum rent, transfer policy, voluntary and involuntary termination of tenancy, Lessee responsibilities, charges to the Lessee for repairs, and DCHA's right to enter the dwelling unit.

The Board of Commissioners intends to adopt the amendments at its regular meeting on December 12, 2007. The Board of Commissioners finds good cause to publish these proposed regulations for less than thirty (30) days and will shorten the comment period to twenty-one (21) days, ending on December 7, 2007. The DCHA public housing lease is nineteen years old. Because of the numerous changes to federal housing regulations and local law that have occurred in the last nineteen years, the public housing lease and its implementing regulations need to be substantially revised. The regulations that are the subject of this rulemaking concern provisions of the proposed lease.

DCHA is the public housing authority for the District of Columbia and is responsible for administering public housing under the U.S. Housing Act of 1937. As such, it owns and manages over 8,000 housing units for low income citizens of the District. DCHA made considerable outreach to its residents and the legal advocacy community regarding the changes to these regulations and the proposed lease.

Notice to Resident Leadership: On November 28, 2006, DCHA held a meeting with the Presidents of the Resident Councils of public housing developments to introduce the proposed lease. The Presidents appointed a seven-member Lease Review Working Group to hold detailed reviews of proposed changes; the Working Group met throughout January 2007. On February 23, 2007, DCHA conducted another meeting with all of the Presidents of Resident Councils to review the proposed lease.

Notice to Residents: On March 12, DCHA sent a postcard to each residence, announcing the proposed lease, where to review copies, and how to comment on the proposed lease. In addition, signs were posted at each DCHA Property Management Office and in each Resident Council Office, and 400 copies of the proposed lease were distributed to these locations. The comment period was open from March 15, 2007 to April 30, 2007. DCHA established a resident hotline for comments. Both the postcard and poster included the hotline number and stated that copies of the proposed lease were available in English and Spanish in Property Management Offices and Resident Council Offices as well as on-line. During the comment period, DCHA held information and comment meetings at public housing developments. At the request of housing

advocates, DCHA extended the comment period from April 30, 2007 to May 16, 2007. Postcards informing residents of the extension were sent to each residence.

Notice to the Public: After addressing the comments received from its residents, DCHA published the proposed regulations in the D.C. Register on May 18, 2007 at 54 DCR 5006. Substantial comments were received, necessitating a second publication as proposed, which took place on August 24, 2007 at 54 DCR 8256 and, as to Chapter 61, on August 31, 2007 at 54 DCR 8521. After a round of meetings in October and November 2007, DCHA further amended the proposed regulations as contained herein. Because of substantial changes were, once again, made to the proposed regulations, it is appropriate to publish the document as proposed a third time.

This proposed version has been provided to commentators in advance of publication in the D.C. Register. This action proposed amendments to a set of rules that have been through two 30 day comment periods. The only group affected by this action, DCHA's residents and their advocates, have been given advance copies of this version of the proposed rules. More significantly, the changes contained herein have been made to address the issues raised by the commentators. Shortening the comment period to 21 days, to end on December 7, 2007, does not burden any affected groups nor any interested parties. Additionally, it allows the Board of Commissioners to act at their December 12, 2007 meeting, which is the last meeting until February 2008. The regulations must be final by January 1, 2008 as the residents will be required to sign the new lease beginning on that date. The terms of the proposed lease need the regulatory support of these regulations.

Chapter 60, "Low Rent Housing: General Provisions" is amended to read as follows:

CHAPTER 60 LOW RENT HOUSING: GENERAL PROVISIONS

6099 DEFINITIONS

Development - A DCHA property, including but not limited to buildings, the common areas of the buildings and grounds associated with all the buildings on either a mixed population, senior or general population public housing property owned by DCHA.

Disability Assistance Expenses - reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed; Provided, that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Lessee - The "Lessee" is the individual(s) that sign(s) the Lease with the Authority. Each Lessee is individually, jointly and severally responsible for performance of all obligations under the lease including, but not limited to, the

payment of rent and other charges, as defined herein. No individual, other than the signatory to the lease, is deemed to be a Lessee or have any rights of a Lessee.

Leased Premises - Leased Premises includes the Lessee's dwelling unit as specified in the lease and any other buildings or areas that are provided for the exclusive use of the Lessee. The Leased Premises are located in a federally assisted public housing development owned or assisted by the Authority.

Chapter 61, "Admission and Recertification" is amended to read as follows:

CHAPTER 61 ADMISSION AND RECERTIFICATION

6117 ADDING INDIVIDUALS TO THE LEASE

6117.1 Any person using or occupying the Leased Premises not in compliance with this Section is an unauthorized occupant without tenancy or other rights under the Dwelling Lease, including any person using or occupying the Leased Premises without approval from DCHA. Exceptions to the provisions of this chapter may be made in order to provide reasonable accommodations as required by law.

6117.2 A family shall notify in writing to DCHA of any additions to their household composition in cases of (1) Persons born to an existing household member; (2) Persons legally adopted by an existing household member; (3) Persons subject to a custodial power of attorney; and (4) Persons who have been added to the household of an existing household member by order of a court of competent jurisdiction including orders of guardianship, conservatorship, and legal custody. A family shall submit a copy of the appropriate court order, a birth certificate, custodial power of attorney, or other supporting documentation deemed necessary by DCHA within thirty (30) days of the addition to the household composition; additionally:

- (a) DCHA may require the family to transfer to an appropriately sized unit that will not result in overcrowding or occupancy in excess of the standards specified in Chapter 61 of this Title; and
- (b) Any addition of an adult is a proposed addition until DCHA has notified the Lessee that the adult has been added as a household member. The Authority will screen the proposed adult addition in accordance with federal law and regulations as well as DCHA's admissions and occupancy policies and regulations. Within thirty (30) days of notification of the proposed addition, Lessee will be notified of the disposition of the proposed addition.

6117.3 Other than those persons listed in Subsection 6117.2, no additional persons, adults or minors, may be added to the household composition as household members unless:

- (a) The Lessee submitted a written request to add additional persons to the household and the request was approved by DCHA;
- (b) The proposed additional household member shall be subject to DCHA approval criteria and must meet all applicable eligibility and screening requirements, and
- (c) The requested addition to the household shall not cause the Leased Premises to exceed the maximum occupancy in accordance with the Authority's policies and regulations.

6117.4

DCHA may permit Lessees to add minor children, other than those listed in Subsection 6117.2, with a care giving relationship, provided:

- (a) The adding of an additional household member is in accordance with Subsection 6117.3;
- (b) Appropriate documentation acceptable to DCHA of a care giving relationship is provided prior to the minor children moving into the unit. Documentation shall be sufficient to establish the care giving relationship and may include: notarized authorization from the child's legal guardian, school or medical records, public benefit records, and sworn statements from medical, legal, social service professionals, teachers or clergy; and
- (c) Notwithstanding the provisions of Subsection 6117.2, if additional occupants would result in occupancy in excess of the standards specified in Section 6110 of this Title, DCHA may review a reasonable request to approve the addition of minor children to the Dwelling Lease taking into account certain factors including but not limited to:
 - (1) The number of additional occupants;
 - (2) The size of the unit;
 - (3) The age of the household members;
 - (4) The expected duration of the care giving relationship;
 - (5) The needs of the housing development; and
 - (6) The capacity of DCHA.

6118 RECERTIFICATION

6118.1 The Lessee shall be responsible for providing to DCHA a completed application for continued occupancy, including the appropriate verification forms. The forms are those provided by or otherwise authorized by DCHA. The Lessee's responsibility to provide a completed application for continued occupancy, including the appropriate verification forms shall include but is not limited to the following:

- (a) Lessees shall be required to return the recertification package including any required substantiating documentation or verification forms to DCHA within thirty (30) days of receipt of the recertification package;
- (b) Lessee shall obtain from other household members any information, documentation and signatures, as DCHA may require, when submitting a completed application for continued occupancy, including the appropriate verification forms as DCHA may require;
- (c) The Lessee shall provide DCHA, for each household member, to DCHA a listing of the exact amount of income or benefits, from whatever source and the exact source of the income or benefit;
- (d) The Lessee shall provide certification from all adult household members that their income has been accurately reported;
- (e) Lessee shall provide the full name, gender, Social Security Number and date of birth for each household member;
- (f) Lessee shall provide to DCHA proof of the Lessee's and/or any household member's enrollment in an educational facility and shall provide this information for any household member that Lessee is seeking to add;
- (g) Lessee's who wish to remove a household member from the household shall have the burden of proof that such person has permanently vacated the Leased Premises and must submit documents satisfactory to DCHA, in accordance with Subsection 6119.1, that the household member is residing elsewhere; and
- (h) If the Lessee has misrepresented or failed to submit timely to DCHA any facts used in the determination of rent, whether intentionally or by mistake, DCHA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted timely by the Lessee. This amount, the basis for the charge, and notice of the Lessee's grievance rights will be made available to lessee in writing by DCHA. This amount shall be posted to the Lessee's account and rent statement. Lessee shall receive written notice of

the new amount which shall be due as stated in the notice, but not less than thirty (30) days from the date of the notice. A failure to accurately report income, deductions, family composition, or any other information may result in legal action being taken by DCHA or law enforcement agencies.

6119 REPORTING CHANGE OF INCOME AND INTERIM RECERTIFICATION

6119.1 It shall be the Lessee's responsibility to report to DCHA complete and accurate information of all members of the family, including any change in family circumstances, within thirty (30) days of the change. Changes in family circumstances include but are not limited to changes in: family size, such as additions or removals of household members, and income. The Lessee's responsibility to report any change in family circumstances, includes but is not limited to the following:

- (a) Lessee shall provide to DCHA proof of educational enrollment in an educational facility of any household member that Lessee is seeking to add pursuant to Chapter 61 of this Title;
- (b) Lessee shall obtain all supplemental information and required signatures as DCHA may reasonably require, from other household members;
- (c) Lessees who wish to remove a household member from the household shall have the burden of proof that such person has permanently vacated the Leased Premises and must submit documentation satisfactory to DCHA that the household member is residing elsewhere including but not limited to any one or a combination of the following:
 - (1) A lease for another unit;
 - (2) A utility bill for another unit;
 - (3) Government issued ID issued after the date the household member vacated the leased premises;
 - (4) U.S. Postal Service change of address form;
 - (5) School records;
 - (6) Government benefit records; and
 - (7) Other documentary proof satisfactory to the DCHA;
- (d) If the lessee is unable to produce documentation satisfactory to the DCHA, the DCHA shall remove the individual from the Household Composition upon Lessee's submission of a form: (1) attesting under the penalty of

perjury that the individual has permanently vacated the Leased Premises; (2) stating that the Lessee has been unable to provide the written documentation of the member's absence and requiring the Lessee to explain why he or she was unable to do so; and (3) stating that the DCHA reserves the right to inspect the unit for the next 90 days if necessary to verify the household member's absence from the unit;

- (f) Any household member who begins employment or begins to receive any benefits or other source of income;
- (g) DCHA shall have the right to require the Lessee to attend a rent review meeting upon written request. Lessee may request a rent review through the manager of his property at any time upon written request. Lessee shall attend any meetings held to conduct the rent review at the time and place specified by DCHA or, if requested by the Lessee, at an alternative time during normal DCHA hours. Lessee shall provide to DCHA complete and accurate information, including documentation, as specified by DCHA; and
- (h) If the Lessee has failed to comply with this subsection, including but not limited to misrepresentation or failure to submit timely to DCHA any facts used in the determination of rent, whether intentionally or by mistake, DCHA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted timely by the Lessee. This amount shall be posted to the Lessee's account. Lessee shall receive written notice of the new amount which shall be due as stated in the notice, but not less than thirty (30) days from the date of the notice. A failure to accurately report income, deductions, family composition, or any other information may result in legal action being taken by DCHA or law enforcement agencies.

6121 LIVE-IN AIDES

- 6121.1 It is the policy of DCHA to grant reasonable accommodations, such as a live-in aide, subject to compliance with the provisions set forth in Chapter 74 of this Title.
- 6121.2 Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - (a) Is determined to be essential to the care and well-being of the person(s);
 - (b) Is not otherwise legally or financially obligated for the support of the person(s); and

- (c) Would not be living in the unit except to provide the necessary supportive services.
- 6121.3 A live-in aide is subject to approval of DCHA prior to occupancy. At any time, DCHA may refuse to approve a particular person as a live-in aide. DCHA may withdraw such approval for reasonable cause. A live-in aide resides in a unit identified on a lease, but is not a lessee with rights of tenancy, and does not possess the right to participate in the resident council.
- 6121.4 A live-in aide must abide by all the rules and regulations of DCHA as well as those of the particular property where they reside. DCHA will provide a thirty (30) day written warning notice to a resident of a determination to withdraw approval of a live-in aide prior to issuing any notice required to commence a legal action to terminate the lessee's tenancy. This decision by DCHA is subject to the Grievance Process available to Lessees.
- 6121.5 The income of an approved live-in aide shall not be included in the calculation of rent, and the name of an approved live-in aide shall not be added as a Lessee to the Dwelling Lease, but shall be added as a live-in aide prior to taking up occupancy of a unit, otherwise such person is deemed to be an unauthorized occupant. While an application is pending for a live-in aide the live-in-aide may occupy the unit to provide the necessary supportive services as a guest of the Lessee in accordance with Subsection 6500.1(h).
- 6121.6 Definitions of "elderly," "near-elderly," and "persons with a disability" are as required by federal regulations in 24 CFR § 5.403 as may be amended.

Chapter 62, "Low Rent Housing: Rent and Lease" is amended to read as follows:

CHAPTER 62 LOW RENT HOUSING: RENT AND LEASE

**6204 REPAYMENT OF SECURITY DEPOSITS AND MOVE-OUT
INSPECTIONS**

- 6204.10 The Lessee shall return all keys and other entry devices whenever the unit is vacated, failure to return keys or other entry devices will result in a charge in accordance with a schedule of charges as posted in the property management office.

6205 DWELLING LEASE

- 6205.1 Each family admitted for occupancy in low rent housing, operated by DCHA, shall enter into a Dwelling Lease with DCHA, the Dwelling Lease shall have a twelve (12) month term which states the Lessee rent to be charged, and the conditions governing occupancy.

- (a) The conditions governing occupancy shall be in accordance with HUD requirements, and;
- (b) The Lease shall be automatically renewed for successive terms of one month with each term commencing to run on the 1st day of each month, unless terminated by either DCHA or the Lessee.

6205.2 The Lessee shall have the right to the exclusive use of the Leased Premises, including the dwelling unit identified in the lease and in the case of a townhouse, row house or single family home, all buildings or additional areas provided for the exclusive use of the Lessee, including the yard and any outbuildings, subject to the restrictions and obligations contained in the Dwelling Lease.

6205.3 Each Dwelling Lease shall be executed prior to occupancy. DCHA shall conduct a move-in inspection in accordance with Section 6505 of this Title prior to execution of the lease.

6205.4 Each Dwelling Lease shall be administered in accordance with the provisions stipulated, and kept current at all times.

6205.5 The DCHA shall add names to the Dwelling Lease, after initial occupancy only in accordance with Section 6117 of this Title. Any person using or occupying the Leased Premises not in compliance with Section 6117 of this Title is an unauthorized occupant without tenancy or other rights under the Dwelling Lease, including any person using or occupying the Leased Premises without approval from DCHA.

6205.6 Changes to the Dwelling Lease shall be made only in writing and shall be signed by the Lessee, and an authorized representative of DCHA, except the following changes, which may be executed unilaterally by DCHA:

- (a) Any change in rent, either an increase or decrease, shall be stated in a special supplement which shall, upon issuance, become part of the lease;
- (b) Changes to implement excess utility charges;
- (c) Any revision to reflect change in family composition other than head of household, consistent with Subsection 6205.5;
- (d) Changes to implement Subsection 6205.9;
- (e) Late charges assessed pursuant to Subsection 6206.5;
- (f) Special supplements to a lease executed pursuant to Subsection 6205.10;
- (g) Changes in the amount of security deposit provided in Section 6203;

- (h) Changes in DCHA's policies, rules and regulations; and
- (i) Charges assessed pursuant to the Schedule of Charges posted in the Property Manager's Office.

6205.7 The DCHA shall provide the Lessee with a copy of any changes to the Dwelling Lease made in accordance with Subsection 6205.6.

6205.8 Unless a shorter time period is provided, a new Dwelling Lease shall be executed, within thirty (30) days whenever the following conditions occur:

- (a) The status of the head of household is altered pursuant to Chapter 64 of this Title; or
- (b) When a family is transferred from one dwelling unit to another.

6205.9 Any Lessee wishing to vacate his or her unit shall do so in accordance with Section 6404 of this Title. Lessees wishing to vacate prior to the end of the month shall be liable for the entire month's rent.

6205.10 The DCHA may unilaterally execute a special supplement to the new lease which assesses the amount due under the prior lease.

6205.11 Lessees who execute a new Dwelling Lease as a result of a transfer from one unit to another, or as a result of any other requirement for a new Dwelling Lease, shall remain liable for any delinquent rent or other charges relating to the prior lease.

6210 MINIMUM RENT

6210.1 Based on information provided pursuant to Sections 6118, 6119, and 6200 the rent charged shall be the lesser of:

- (a) A fixed amount determined by DCHA for the Development ("market-based rent") pursuant to Subsection 6200.1(b);
- (b) An amount based on a percentage of household income pursuant to Subsection 6200.1(a); or
- (c) \$0, for families which DCHA has determined do not have any adjusted income, as defined in Subsection 6099.1, as determined by DCHA at certification or recertification.

Chapter 64," Public Housing Transfer Policy" is amended to read as follows:

CHAPTER 64 PUBLIC HOUSING TRANSFER POLICY

6400 TRANSFER POLICY

6400.6 Upon acceptance of the new dwelling unit, the Lessee must execute a new Dwelling Lease. All causes of action of any nature whatsoever available to DCHA at the previous Leased Premises governed by the Dwelling Lease, shall be automatically transferred to, and actionable by, DCHA at the new unit after transfer, whether such transfer is mandatory or voluntary. This regulation does not waive any statute of limitations otherwise applicable to such claims.

6401 MANDATORY TRANSFER INITIATED BY DCHA

6401.11 The decision to initiate a mandatory transfer pursuant to this chapter may be made only after review and approval by a supervisor in the Operations Division of DCHA.

6403 VOLUNTARY TERMINATION OF TENANCY

6403.1 Termination of Tenancy by Lessee requires that the Lessee, all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), vacate the Leased Premises on or before the date specified in Lessee's written notice.

6403.2 Lessee may terminate tenancy by giving:

- (a) At least thirty (30) days notice;
- (b) The notice must be in writing;
- (c) On forms required by the DCHA completed with the assistance of DCHA if necessary; and
- (d) Submitted to the property manager.

6403.3 The DCHA shall follow the requirements of Chapters 62 and 65 of this Title relating to termination of tenancy.

6403.4 Lessee shall leave the Leased Premises in as clean and good condition as Lessee received at the start of Lessee's occupancy; wear and tear excepted; and return all keys and all other entry devices to the DCHA.

6403.5

If the Lessee is no longer in occupancy of the unit or is deceased, a remaining household member, or another adult identified in 6403.8(c) below, must notify the Authority of the Lessee's death or departure within 14 days of the date the Lessee vacates the Leased Premises or dies. Within 30 days thereafter, or within 14 days of the Authority's issuance of a Notice to Vacate the premises, whichever is later, in order to sustain continued occupancy for the remaining household members at the Leased Premises, the remaining household member or other adult must submit a written application to become head of household. Details on the application process and exclusions from this rule are as follows:

- (a) This subsection does not apply if the head of household vacates the unit pursuant to the issuance of a notice to correct or vacate or a notice to vacate. In such circumstances, the remaining family members must vacate the unit. If the remaining family members do not vacate the unit, they shall be deemed unauthorized occupants;
- (b) The applicant to be made Lessee, and if applicable, the other remaining Household Members must be eligible for continued occupancy and not be in serious violation of the material terms of the Dwelling Lease. The Authority will screen the application in accordance with federal law and regulations as well as DCHA's admissions and occupancy policies and regulations. Applicant(s) will be notified in writing of the disposition of the application:
 - (1) If the application is approved, the new Lessee shall enter into a new lease agreement with the Authority within seven (7) working days of the date of approval of the application;
 - (2) Any balance on the rental account existing prior to a remaining household member becoming the Lessee is the responsibility of the newly designated Lessee as head of household. Any obligations for rent, causes of action arising under the original Lease, stipulations of settlement, consent judgments, judgments, or repayment agreements of the prior Lessee shall be deemed part of the new Dwelling Lease and tenancy and shall be the responsibility of the new Lessee designated as head of household and actionable against such new Lessee; or
 - (3) If the applicant and other remaining Household Members are not approved to continue to occupy the Leased Premises, and such remaining members do not vacate, they will be deemed unauthorized occupants and thus occupying premises without the consent of DCHA and shall be subject to eviction by the DCHA. The applicant may file a grievance regarding the denial of his or her application in accordance with the Authority's grievance procedures; and

- (c) If there are no remaining adult household members, or none who are able to serve as head of household, but the unit continues to be occupied by household members who are minor children and/or adults unable to serve as head of household, then an adult who is not listed on the lease may apply to become Lessee and Head of Household. The following shall apply under these circumstances:
- (1) The applicant to be Lessee must produce evidence of a caregiving relationship with the remaining minor children or disabled adults. Such documentation may include, but is not limited to, court order; notarized authorization from the children's legal guardian; school or medical records; public benefit records; and sworn statements from medical, legal, or social service professionals;
 - (2) Where the remaining family members are minors, the applicant to be Lessee must either (i) obtain Custodial Power of Attorney; or (ii) commence legal proceedings to obtain legal guardianship or custody of the minor children. So long as such proceeding is pending, and the applicant has produced evidence of a caregiving relationship, and meets DCHA's other screening criteria, DCHA shall consider the applicant to be eligible to be Lessee and Head of Household;
 - (3) In the case of (c)(2), above, the applicant's eligibility to be Lessee and Head of Household is contingent on legal proceedings pending or being resolved in favor of the applicant. If a court of competent jurisdiction denies the applicant's petition for custody or guardianship, no appeal is pending, and the appeal period has expired, DCHA will determine the applicant ineligible to be Head of Household and may issue a Notice to Vacate. In that event, another remaining adult household member may submit an application to be Lessee and Head of Household within 30 days of the issuance of the Notice, and the Authority will process such application in accordance with the requirements of this section; and
 - (4) Where more than one adult have competing claims to become Lessee and Head of Household as caregivers of the remaining minor children, DCHA shall follow the ruling of a court of competent jurisdiction regarding the custody or guardianship of the children.

6403.6

The Lessee shall be liable for rent until the earlier of the time the DCHA has taken possession of the Unit, or such time as all of the following are completed:

- (a) The proper written notice has been given;
- (b) The required vacate forms are completed with the assistance of DCHA if necessary;
- (c) The keys are turned in; and any other entry devices; and
- (d) Lessee and all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), have vacated the Leased Premises.

6404 TERMINATION OF TENANCY BY DCHA

6404.1 DCHA shall not terminate the lease other than for serious or repeated violation of material terms of the lease. Violations of an obligation of tenancy refer only to those obligations which are contained in a valid, written lease or in the federal or local regulations pertaining to public housing tenants or in the D.C. Housing Code. There is no time limitation on bringing an action based on a breach of the lease.

6404.2 If DCHA determines that a Lessee is in violation of the Dwelling Lease, except for lease violations predicated on the performance of an illegal act or non-payment of rent, the Lessee shall be issued a thirty (30) day notice to correct or vacate, stating in writing the violation(s) which provides the basis for the termination the lessee's right to cure the violations and instructions on how to cure the violations.

- (a) The notice shall inform the Lessee the applicability of his or her right to file an administrative complaint in accordance with Chapter 63 of this Title; and
- (b) If a Lessee has filed a complaint requesting an administrative determination of his or her rights, in accordance with Chapter 63 of this Title, in response to service of a notice to correct or vacate or a notice of lease termination in the case of failure to pay rent and has not prevailed, the Lessee shall be issued a notice to vacate, as the time to cure has past and the Lessee shall be subject to legal action to gain possession of the unit (eviction).

6404.3 The DCHA shall issue a thirty day (30) written notice to cure or vacate in the case of failure to pay rent.

6404.4 DCHA shall issue a thirty (30) day notice to vacate to Lessees, for lease

violations, predicated on criminal activity that threatens the residents' health, safety or right to peaceful enjoyment of the Development or drug related criminal activity on or off the Leased Premises or the Development.

- 6404.5 Pursuant to Section 6403, DCHA will not issue a thirty (30) day notice to correct or vacate, or notice to vacate, where DCHA has determined that the head of household responsible for the dwelling unit under the Dwelling lease is deceased and there are no remaining household members.
- 6404.6 Lessees who refuse to vacate their unit after appropriate notice shall be subject to legal action to gain possession of the dwelling unit (eviction).
- 6404.7 The Lessee shall be solely responsible for the protection, care and disposition of the Lessee's possessions during, and after an eviction.
- 6404.8 Where DCHA has excluded from its procedure any grievance concerning an eviction or termination of tenancy based on a Lessee's creation or maintenance of a threat to the health or safety of other Lessees or DCHA employees, the Lessee against whom an eviction action has been filed in court shall be afforded the opportunity to examine all relevant documents, records, and regulations of DCHA prior to trial for the purpose of preparing a defense.
- 6404.9 Any document not made available after request by the Lessee shall not be relied on by DCHA at the trial.

Chapter 65, Low Rent Housing: "Maintenance and Inspection" is amended to read as follows:

CHAPTER 65 LOW RENT HOUSING: MAINTENANCE AND INSPECTION

6500 LESSEE RESPONSIBILITIES

- 6500.1 Lessees shall be responsible for their actions and the actions of household members, guests, and any person under the Lessee's control or on the Leased Premises with Lessee's consent, for maintaining their units in accordance with the provisions of the dwelling lease, including but not limited to, the following responsibilities:
- (a) To comply with all obligations imposed upon Lessees by applicable provisions of building, and other District of Columbia housing codes materially affecting health and safety;
 - (b) To keep the premises (and such other areas as may be assigned for his or her exclusive use) in a clean and safe condition;
 - (c) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner;

- (d) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators;
- (e) To refrain from, and to cause his or her household, guests and others, to refrain from, destroying, defacing, and/or damaging/removing any part of the premises or project; including but not limited to storing, hanging or leaving household or other personal property of any type, including clothes, on the exterior of the Leased Premises unless the area is specifically designated for that purpose by DCHA;
- (f) Not to assign the lease or to sublease the premises;
- (g) Lessee shall have no other primary residence;
- (h) Not to provide accommodations for boarders or lodgers;
 - (1) Each guest shall not stay overnight for more than ten (10) consecutive days without the prior written permission of DCHA;
 - (2) Each guest shall not stay overnight for more than thirty (30) non-consecutive days within a twelve (12) month period without the prior written permission of DCHA; and
 - (3) DCHA may deny permission for longer stays for the following reasons:
 - (i) Persons who have been barred from the property;
 - (ii) Persons who are on a lifetime sex offender list;
 - (iii) Persons fleeing prosecution or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees;
 - (iv) Persons whose past conduct has disturbed the peaceful enjoyment of DCHA residents;
 - (v) Persons who have damaged DCHA property; and
 - (vi) Persons with current restraining orders to stay away from the unit or the property;
- (i) To use the premises solely as a private dwelling for the Lessee and the

Lessee's household as identified in the lease, and not to use or permit its use for any other purpose;

- (j) To abide by necessary and reasonable rules, regulations and policies, issued by DCHA for the benefit and well-being of the housing project and the Lessees and which shall be posted in the Development office and incorporated by reference in the lease;
- (k) To pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project building, facilities or common areas caused by the Lessee, household members, guests and any others under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others");
- (l) To conduct himself or herself, and cause other persons who are on the premises with his or her consent to conduct themselves, in a manner which will not disturb his or her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition; including but not limited to:
 - (1) Take precautions to prevent fires and not use a portable heating device unless it has been provided by DCHA. Not disable any fire alarm device or cause a false fire alarm, or generally permit or do anything, including storing excess amounts of personal property; and
 - (2) Not remove or tamper with any smoke detector, including removing any working batteries, so as to render the smoke detector inoperative;
- (m) To keep no dogs, cats or other animals in or on the premises, unless specifically permitted by DCHA in writing;
- (n) Not to place fixtures, or fences in or about the premises without the prior written permission of DCHA. No repairs or alterations to the Leased Premises may be made, including, but not limited to, painting, wallpapering, doors, gates, window bars, carpets, storage sheds, and antenna or satellite dishes, without the prior written approval of DCHA. Upon completion, any such repairs or alterations, made with or without prior written consent, become part of the Leased Premises. If the Lessee changes locks, installs an alarm or security system, or adds locks to the dwelling unit, he or she shall notify DCHA and shall make duplicate keys available to and or provide DCHA with access codes in order for DCHA to gain emergency access; and

- (o) Not to permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, visiting the Leased Premises, or inviting them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by DCHA in advance.
- 6500.2 At those properties where there is a defined front or rear yard assigned to the Lessee for his or her exclusive use, the Lessee shall be responsible for maintaining the individually defined lawn areas around his or her respective dwelling unit, cutting the grass, and keeping his or her lawn free of trash and garbage.
- 6500.3 Lessees who do not maintain these areas shall be given forty-eight (48) hours notice by DCHA to correct unsightly lawn areas. Lessees who fail to comply within forty-eight (48) hours of being notified by DCHA shall be in violation of the Dwelling Lease.
- 6500.4 Lessees shall report immediately to DCHA of any need for repairs to the Leased Premises or of any unsafe conditions in the common areas or the grounds surrounding the Leased Premises. Notification of repairs shall be in writing or by a telephone call to DCHA's Control Center and the Lessee shall obtain a control number for each repair. The number for the Control Center can be obtained from the Management office or the Central Office. Lessees in Developments managed by companies under contract with DCHA will provide notice as reasonably required by the management companies
- 6500.5 Lessees shall take reasonable steps to conserve energy and water and avoid unreasonable use of water, gas and/or electricity including but not limited to non-routine washing of vehicles or any other unreasonable use of utilities.
- 6500.6 Lessees shall not have waterbeds on the Leased Premises without prior written approval of DCHA, which approval may be withheld in DCHA's sole discretion.
- 6500.7 Lessee's shall not to permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by DCHA in advance. Any person not identified in Subsection 9600.2 as an authorized person may be subject to the issuance of a Bar Notice for the period of time specified in the Bar Notice. DCHA will post a list of barred individuals in the property management office.
- 6500.8 Lessee is responsible for all actions or inactions of all guests, household members, and all others on the property with the consent of Lessee and/or the consent of household members; "others" defined as any person under the Lessee's control or

on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"); the aforementioned parties, including the Lessee, are obligated to the following:

- (a) To not engage in the manufacture, sale, or distribution of any alcoholic beverages or openly consume alcoholic beverages in any common areas in the Development or otherwise consume alcoholic beverages in a manner that impairs the physical environment of the Development or may be a threat to the health, safety or right to peaceful enjoyment of the Development by other residents, service providers, or DCHA staff;
- (b) To not engage in any criminal activity that threatens residents' health, safety or right to peaceful enjoyment of the Development;
- (c) To not engage in:
 - (1) Any drug-related criminal activity on or off the Leased Premises or the Development; or
 - (2) Violent criminal activity or be in possession of any firearm or ammunition for a firearm;
- (d) Lessee shall not flee to avoid prosecution or custody or confinement after conviction, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees or violate a condition of probation or parole imposed under federal or state law; or
- (e) To assure that others under the Lessee's control, as identified in the Dwelling Lease, not engage in any:
 - (1) Criminal activity that threatens the residents' health, safety or right to peaceful enjoyment of the Development; or
 - (2) Any Drug-related Criminal Activity on the Leased Premises or the Development.

6503**CHARGE TO THE TENANT FOR REPAIRS AND SERVICES****6503.6**

In the event of a fire caused intentionally or by the neglect or negligence of the Lessee, household members, guests or others under the control of the Lessee, then Lessee is subject to the following:

- (a) Lessee is responsible for the payment of the lesser of the:
 - (1) Costs for the repair of the fire damage; or

- (2) The insurance deductible, if any, afforded by any insurance policy held by DCHA and applicable to the damages caused by the fire at the Leased Premises or Development;
- (b) DCHA may terminate the Lease for any fire on the Leased Premises caused intentionally or negligently by the Lessee or others that has resulted in a risk to the health or safety of any person or in damage to property.

6504 RIGHT TO ENTER DWELLING

- 6504.1 The DCHA shall, upon written notice to the Lessee of at least two (2) days, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections or maintenance, make improvements or repairs, take photographs or otherwise record and document the condition of the unit or repairs, or to show the Leased Premises for releasing.
- 6504.2 The DCHA shall enter the Leased Premises at any time without advance notice when it has reasonable cause to believe that an emergency exists, or when the Lessee has agreed to such entry.
- 6504.3 In the event that the Lessee and all adult household members are absent from the premises at the time of entry, DCHA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.
- 6504.4 If the Lessee changes or adds the following to the dwelling unit, he or she shall notify DCHA and shall make duplicate keys, entry codes, or any applicable access to the dwelling available to DCHA, within twenty four (24) hours of the change:
 - (a) Any locks, and/or;
 - (b) Any entry devices, including but not limited to any and all security devices.

All persons desiring to comment on the subject matter of this proposed rulemaking should file comments in writing not later than December 7, 2007. Comments should be filed with the Office of the General Counsel, DCHA, 1133 North Capitol Street, Suite 210, Washington, DC 20002-7599. Copies of these proposed rules may be obtained from the DCHA at the same address. Alternatively, copies of the rules can be requested from and comments may be sent to patricia.gracyalny@dchousing.org.

DISTRICT OF COLUMBIA
DEPARTMENT OF MOTOR VEHICLESNOTICE OF PROPOSED RULEMAKING

The Director of the Department of Motor Vehicles (DMV), pursuant to the authority set forth in § 1825 of the Department of Motor Vehicles Establishment Act of 1998, effective March 26, 1999 (D.C. Law 12-175; D.C. Official Code § 50-904); § 6 of the District of Columbia Traffic Act of 1925 approved March 3, 1925 (43 Stat. 1121; D.C. Official Code § 50-2201.03); § 2 of Title IV of the District of Columbia Revenue Act of 1937, approved August 17, 1937 (50 Stat. 680, D.C. Official Code § 1501.02); § 107 of the Traffic Adjudication Act of 1978, effective September 12, 1978 (D.C. Law 2-104; D.C. Official Code § 50-2301.07); § 601 of the Department of Motor Vehicles Reform Amendment Act of 2004 (DC Law 15-307; 18 DCMR § 801.8); and Mayor's Order 07-168, effective July 10, 2007, hereby gives notice of the intent to adopt the following amendments to Chapters 4, 6, 8, and 30 of Title 18 of the District of Columbia Municipal Regulations (DCMR) (Vehicles and Traffic). The proposed rules would allow an owner to access through the internet and print a temporary registration card following the successful renewal of registration online, eliminate the color scheme of rejection stickers for inspections of vehicles for hire, increase the fees for periodic receipt of electronic DMV records, remove a requirement that respondent's name be listed on a notice of infraction consistent with a recent change to a similar D.C. Code provision, clarify the requirements to participate in a deferred payment plan, and allow individuals to enroll in additional deferred payment plans if they successfully complete their previous payment plan. Final rulemaking action shall not be taken in less than thirty (30) days from the date of publication of this notice in the *D.C. Register*.

Pursuant to the authority granted in 18 DCMR § 801.8, the Director seeks to modify the annual fees for the companies who service insurance companies and other similar enterprises to electronic access to DMV records. That provision permits such adjustments to cover administrative costs. After a recent data security breach in California and legal challenges to data collection companies in federal court, the costs to administer this program and to safeguard the personal records of DC drivers has risen significantly. Because of the increased cost to administer this program, the Director needs to charge these companies much higher fees. This rulemaking will not affect the fees for an individual to obtain his or her own driving records.

Title 18 DCMR (VEHICLES AND TRAFFIC) is amended as follows:**Chapter 4, MOTOR VEHICLE TITLE AND REGISTRATION, Subsection 413.5 is amended to read as follows:**

413.5 When satisfied that the owner named in the application is entitled to registration of the vehicle described in the application, and upon receipt of all fees prescribed in this chapter (including a delivery charge to be determined by the Director in the event the owner desires identification tags or special bus identification forwarded to him or her), the Director shall

issue to the owner a registration card and two (2) owner's identification tags, and may also issue a temporary registration card that an owner who has renewed registration online may access and print from the Department's website.

Chapter 6, INSPECTION OF MOTOR VEHICLES, Section 604, VEHICLE INSPECTION: REJECTED VEHICLES, is amended as follows:

Subsection 604.6 is amended to read as follows:

604.6 If it is determined pursuant to this section, that the owner or registrant of a public vehicle for hire shall be issued a rejection sticker, the Director shall issue a rejection sticker.

Subsection 604.7 is amended to read as follows:

604.7 A rejection sticker shall be issued to the owner or registrant of a public vehicle for hire when the Director has determined that the vehicle:

- (a) Does not conform to those standards of the Manual and in chapter 7 of this Title that, in the discretion of the Director, affects the safe operation of the public vehicle for hire or health of the vehicle's passengers, including but not limited to, steering, brakes, exhaust, smoke, extensive body damage, glazing, or emissions; or
- (b) Does not comply with any requirements set forth in § 601.6.

Subsection 604.8 is repealed.

Subsection 604.9 is amended to read as follows:

604.9 A person issued a rejection sticker for a public vehicle for hire pursuant to subsection 604.7 (a) shall not be permitted to operate that vehicle as a public vehicle for hire until the vehicle is determined to be in compliance with the standard set forth in the Manual and in chapter 7 of this title.

Subsection 604.10 is amended to read as follows:

604.10 A person issued a rejection sticker for a public vehicle for hire pursuant to subsection 604.7 (b) shall be permitted to continue to operate that vehicle as a public vehicle for hire for a period not to exceed twenty (20) days or for a longer period as determined by the Director in his or her discretion.

Chapter 8, SAFETY RESPONSIBILITY, Section 801, Fees for Records, subsection 801.7 is amended as follows:

Subsection 801.6 is amended to read as follows:

801.6 The annual fee for electronic access to Department of Motor Vehicle records shall be twenty-five thousand dollars (\$25,000).

Subsection 801.7 is amended to read as follows:

801.7 The annual fee for periodic receipt of electronic files containing customers' registration-related information shall be thirty-six thousand dollars (\$36,000).

Chapter 30, ADJUDICATION AND ENFORCEMENT, is amended as follows:

Section 3000, NOTICE OF INFRACTION, subsection 3000.4 is repealed.

Section 3007, PAYMENT OF CIVIL FINES, is amended as follows:

Subsection 3007.4 is amended by striking the phrase "credit card" and inserting the phrase "credit card or debit card" in its place.

Subsection 3007.5 is amended to read as follows:

3007.5 Any District resident seeking a Department service listed in § 3007.6 who has admitted, been found liable, deemed admitted or is in default for at least \$250 in unpaid fines and penalties resulting from moving or non-moving infractions, or from fines assessed for failure to maintain motor vehicle insurance, may participate in a deferred payment plan; provided that the resident pays at least 25% of the total amount of the outstanding debt at the time of service plus all dishonored check fees and pays the remaining balance not more than six (6) months after the date of the initial payment.

Subsection 307.10 is amended by striking the phrase "or credit card" and inserting the phrase "credit card, or debit card" in its place.

Subsection 3007.12 is amended to read as follows:

3007.12 A person is only eligible to participate in one (1) deferred payment plan at a time and no more than two (2) deferred payment plans in a year.

A new subsection 3007.13 is added to read as follows:

3007.13 A person who has failed to successfully complete a deferred payment plan may not participate in another deferred payment plan.

All persons desiring to comment on the subject matter of this proposed rulemaking should file comments, in writing, to Glenn Dubin, Assistant Attorney General, D.C. Department of Motor Vehicles, 95 M Street, S.W., Suite 300, Washington, D.C. 20024. Comments must be received not later than thirty (30) days after the publication of this notice in the *D.C. Register*. Copies of this proposal may be obtained, at cost, by writing to the above address.