

CHAPTER 78 RENT SUBSIDY PROGRAMS: PARTICIPANT PAYMENTS

Secs.	
7800	Determination of Participant Payments
7801	Minimum Income
7802	Income Determinations
7803	Income Inclusions
7804	Earnings from Assets
7805	Exclusions from Income
7806	Deductions from Income

7800 DETERMINATION OF PARTICIPANT PAYMENTS

7800.1 A family pays the lesser of the Total Tenant Payment which is calculated by formula as set forth below in Subsection 7800.2 or the Tenant Portion of Rent as set forth below in Subsection 7800.3, and is subject to changes in family composition or changes in income in accordance with the reporting and reexamination provisions of Chapter 84, and subject to verification as set forth in Chapter 79.

7800.2 The Total Tenant Payment is equal to the highest of:

- (a) Ten percent (10%) of a family's monthly income, which is 1/12th of Annual Income as determined in accordance with Section 7803 and Section 7804 below; or
- (b) Thirty percent (30%) of a family's adjusted monthly income, which is defined as 1/12th of Annual Income after the exclusions and deductions set forth in Section 7806 and Section 7807 below.
- (c) The portion of public assistance payments from a public agency that is designated by the agency to meet the family's housing costs, if:
 - (i) The family is receiving payments for public assistance from a public agency; and
 - (ii) A part of the public assistance payments are adjusted in accordance with the family's actual housing costs, and
 - (iii) A part of the public assistance payment is specifically designated by the agency to meet the family's housing costs.

7800.3 Tenant Portion of Rent is the actual rent the family will pay to the owner and is one of the following:

- (a) Minimum Rent is calculated as follows: if the Total Tenant Payment is

otherwise \$0.00, there is presently no locally required minimum rent in any of the rent subsidy programs administered by the District of Columbia Housing Authority.

- (b) The Total Tenant Payment less any utility allowance due to the Family; or
- (c) Up to 40% of Adjusted Annual Income after allowances during the initial one year term of a lease with a Contract Rent that does not exceed DCHA's Reasonable Rent Determination. Without limit after the initial first year term of a lease, unless the Contract Rent exceeds DCHA's Reasonable Rent, in which case the HAP contract could not be renewed and the household would be required to transfer to a unit that qualified under a Reasonable Rent determination by DCHA.

7801 MINIMUM INCOME

7801.1 DCHA does not have a minimum income requirement, but households claiming no income from any source, are required to recertify upon request, which shall not be more than once every ninety (90) days.

7802 INCOME DETERMINATIONS

7802.1 Calculating the Total Tenant Payment requires that each household have a determination made of its household composition as identified in Chapter 77 of this Title, and determinations as identified in this Chapter as follows: income as identified in Section 7803 and Assets as identified in Section 7804, excluding the items identified in Section 7805 and deductions set forth in Section 7807 below, before applying the percentage tests as set forth in Section 7800 above.

7803 INCOME INCLUSIONS.

7803.1 Income includes, but is not limited to:

- (a) All amounts received on behalf of the family which are not specifically excluded hereunder.
- (b) All monetary amounts anticipated to be received from a source outside the family during a twelve (12) month period following admission or reexamination.
- (c) all the types of income received by all household members, whether or not they are related by blood or marriage or are temporarily absent in accordance with Chapter 77 hereof, and
- (d) All of the types of income specified in Subsection 7804.2 through Subsection 7804.9 and Section 7805 below.

7803.2 Earned income for all household members age eighteen (18) and older, includes all compensation, before payroll deductions from:

- (a) Wages and salaries,
- (b) Overtime pay,
- (c) Commissions,
- (d) Fees, tips and bonuses, and
- (e) Any other compensation for personal services.

7803.3 Income from Assets includes actual or imputed income from assets earned during the twelve (12) month period to which any member of the family, regardless of age, has access, as set forth in Section 7804.

7803.4 All income received by or on behalf of minors in the Household composition is included.

7803.5 Business Income is such that:

- (a) Net business income equals the gross income less business expenses from the operation of a business or profession, by any household member, or
- (b) Withdrawal of cash or assets from a business is income unless the withdrawal is a reimbursement for a loan or investment in the business by a household member.

7803.6 All income of certain full-time students is considered. If the full-time student is eighteen (18) years of age or older, and the person is the head of household or spouse of the head of household, otherwise income of full-time student's is not included.

7803.7 Welfare or other government assistance is described in the Code of Federal Regulations at Title 24, Section 5.615, as amended from time to time.

7803.8 If employment is for less than a twelve (12) month period, income averaging will be used to determine an average monthly value of income, rather than the family report multiple changes in income and request interim recertifications. The total seasonal income for the twelve (12) month period will be divided by twelve (12) to determine the average monthly income from seasonal work.

7804 EARNINGS FROM ASSETS

7804.1 General provisions provide that the calculation of annual income includes earnings on

assets for all household members regardless of age, gender, or disabilities status, to the extent specified in the following subsections.

7804.2 DCHA shall include income from assets where the family has assets over \$5,000, where income is computed as follows:

- (a) Actual income from the assets, or
- (b) A percentage of the value of the assets based on the current passbook savings rate established by the U.S. Department of Housing and Urban Development.

7804.3 Earnings on assets consists of interest and dividends, actual or imputed, on all assets, to the extent set forth in Subsection 7804.2, including:

- (a) Stocks, bonds, and
- (b) Land and other real property as determined in accordance with Subsection 7804.4 below, and
- (c) Savings and checking accounts, and
- (d) Money market funds, or other investment accounts of any kind, and
- (e) Retirement and pension funds as determined in accordance with Subsection 7804.4 below, and
- (f) Lump sum settlements, as determined in accordance with Subsection 7804.5 below.

7804.4 Retirement and pension funds will be included as assets with income determined under Subsection 7804.2 above, to the extent of:

- (a) For employed individuals, the amount that can be withdrawn without penalty from the fund without retiring or terminating employment; and
- (b) After retirement or termination of employment tied to such funds, any
 - (i) Lump sum payment received and not rolled over to another retirement fund without penalty; and
 - (ii) Periodic payments received from the pension or retirement investment account as retirement benefits will be treated as annual income under Subsection 7803.1(a) above.

7804.5 Lump sum payments are treated as follows:

- (a) Lump sum payments are excluded from income, but treated as family assets under Subsection 7804.2 with earnings, actual or imputed, for such payments as:
 - (i) Inheritances, and
 - (ii) Insurance payments, including health and accident insurance and worker's compensation payments, and
 - (iii) Capital gains from sale of real property or other assets, and
 - (iv) Settlement payments or court ordered judgments for personal or property losses.
- (b) Social Security or SSI benefit income paid in a lump sum as a result of deferred periodic payments are excluded from both income under Section 7803 and family assets under this Section 7804 calculation.
- (c) Lump sum payments and delayed periodic payments, such as payments for unemployment and welfare assistance are treated as follows:
 - (i) To the extent the payment covers a delay from a period prior to participation in the rental subsidy program, it will be included as an asset under this Section 7804; and
 - (ii) To the extent the payment covers delay from a period during participation in the rental subsidy program, it will be included as annual income under Subsection 7803.9 above.

7804.6 The value of real property assets shall be determined by taking:

- (a) Market value, less
- (b) Any recorded mortgages or liens to the extent of unpaid principal, less
- (c) Estimated costs of a sale, including brokerage fees, settlement costs, and transfer taxes.

7804.7 Assets disposed of for less than fair market value include:

- (a) In general, assets disposed of during two years prior to the initial examination or any reexamination will be included in income under Section 7803 above to the extent of the difference between the fair market value and the actual payment received, except for:
 - (i) Assets disposed of in connection with:

- (A) Foreclosure;
 - (B) Bankruptcy; or
 - (C) Divorce or legal separation; and
- (ii) Small amounts of less than One Thousand Dollars (\$1,000) in any one year except as provided in Subsection 7804.7(b) below; or
 - (iii) Contributions to *bona fide* charities.
- (b) If the assets disposed of for less than fair market value are One Thousand Dollars (\$1,000) or greater than all assets, including any smaller amounts disposed of for less than fair market value, will be counted as assets for two (2) years from the date the assets were disposed of.

7805**EXCLUSIONS FROM INCOME**

7805.1

Annual income does not include the following:

- (a) Employment income of children, and foster children, under the age of eighteen (18);
- (b) Payments received for care of foster children or foster adults;
- (c) Income of a live-in aide;
- (d) Student financial assistance paid either directly to the student or the educational institution;
- (e) Certain payments or earnings in excess of \$480, or such amount as specified by the U.S. Department of Housing and Urban Development from time to time, of the following types:
 - (i) Full-time student eighteen (18) years old or older (excluding the head of household and spouse); or
 - (ii) Adoption assistance payments per adopted child;
- (f) Hazardous duty pay to a family member in the Armed Forces;
- (g) Lump sum payments to the extent specified hereinabove;
- (h) Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- (i) Temporary, nonrecurring or sporadic income, including gifts;
- (j) Earned income disallowance for the income of a disabled household member who has been previously unemployed or on TANF, to the extent of:
 - (i) All income for twelve (12) months for exclusion of all income; and
 - (ii) A fifty percent (50%) of income exclusion for an additional twelve (12) months; with
 - (iii) All exclusions having to occur within forty eight (48) months of the first date of excluded income for the individual earning such income;
- (k) 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;
- (l) Refunds or rebates under state or local law for property taxes paid on the dwelling unit; or
- (m) Amounts received for certain purposes from other governmentally sponsored programs in which a member of the family is participating:
 - (i) Amounts received under training programs funded by U.S. Department of Housing and Urban Development or other state and local agencies;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend that does not exceed \$200 per month, for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time; or

- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including programs not affiliated with a local government) and training of a family member 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 the period during which the family member participates in the employment training program.

7805.2 Amounts specifically excluded by any other federal statute and regulations from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act, which list is available from the program at any time.

7806 DEDUCTIONS FROM INCOME

7806.1 Annual Income under Section 7803 above and income from assets under Section 7804 above are added together as provided under the provisions of Section 7802 above, after which certain exclusions from income, often described as deductions, under Section 7805 and deductions or allowances from income under this Section 7806 are applied to arrive at adjusted Annual Income.

7806.2 An annual dependent allowance/deduction is set by the U.S. Department of Housing and Urban Development from time to time:

- (a) Includes the following, unless they are excluded in (b) below:
 - (i) An allowance for each family member under 18 years of age, or
 - (ii) A family member with disabilities, or
 - (iii) A student, even if over 18, carrying a full-time subject load (as defined by the institution) at a degree or certificate granting educational institution; and
- (b) Excludes:
 - (i) Head of household;
 - (ii) Spouse;
 - (iii) Foster child(ren); and
 - (iv) Live-in Aide(s).

7806.3 An elderly/disabled allowance in the amount set periodically by the U.S. Department of Housing and Urban Development as a single allowance for the household if the family has a head of household or spouse, or both of them, are either:

- (a) 60 or over, or
- (b) Disabled.

7806.4 Child Care expenses are deducted from income subject to the following determinations:

- (a) All of the following are determined to be true:
 - (i) Child care is necessary to allow an adult household member to:
 - (A) Work for compensation;
 - (B) Attend school; or
 - (C) Actively look for work;
 - (ii) The expense is not reimbursed by an agency or individual outside the household; and
 - (iii) The expenses incurred do not exceed the amount earned based on the earnings of the lowest income earned by any adult family member that would otherwise be available to take care of the child(ren).
- (b) The child care expenses are not child support payments paid on behalf of a minor who is not living in the participant's household.
- (c) The child care expenses are reasonable for the area, but need not be the lowest rate or least expensive type of care available.

7806.5 Families are entitled to a deduction for unreimbursed disability expenses as follows:

- (a) For disability expenses, to the extent allowed in (b) below, for care attendants and auxiliary apparatus, including
 - (i) Wheelchairs;
 - (ii) Installation of ramps;
 - (iii) Adaptations to vehicles; and

- (iv) Special equipment for reaching or typing for the blind
- (b) The amount of items in (a) that:
 - (i) Exceeds three (3%) of gross annual family income, but
 - (ii) Is less than the earned income received by the family member who is 18 or older and is enabled to work because of the expense incurred.

7806.6

Deductible medical expenses is only available for families where the head of household or spouse is 62 or older or has a verified disability, and will be calculated as follows:

- (a) Anticipated (not the prior year's expenses), regular and ongoing expenses, to the extent allowed in Subsection 7806.6(b) below for the following:
 - (i) Services of doctors and health care professionals;
 - (ii) Service of health care facilities;
 - (iii) Medical insurance premiums;
 - (iv) Prescription medicines;
 - (v) Non-prescription medicines in specific dosages for specific medical purposes as prescribed in writing by a physician;
 - (vi) Dental expenses;
 - (vii) Eyeglasses, hearing aids, and hearing aid batteries;
 - (viii) Live-in or periodic care-giver costs; or
 - (ix) Monthly payments, up to maximum of twelve (12) payments, on accumulated and unpaid medical bills.
- (b) The medical allowance is limited to:
 - (i) The amount that the medical expenses exceeds three percent of annual income, if the household does not qualify for a disability expenses deduction under Subsection 7802.8 above,
 - (ii) If the household also qualifies for the disability expenses deduction under Subsection 7802.8 above, and
 - (A) The disability expenses were less than the three percent (3%)

minimum, the medical expenses deductible will be equal to the amount that the combined medical and disability expenses exceed the 3% threshold.; and

- (B) The disability expenses exceed the amount earned by the person freed to work, the medical expenses will be limited to the three percent (3%) threshold regardless of the amount of the disability expenses.

CHAPTER 79**RENT SUBSIDY PROGRAMS: PARTICIPANT FAMILY OBLIGATIONS**

Secs.

- 7900. Family Obligations Generally
- 7901. Documentation and Information
- 7902. Missed Appointments and Deadlines
- 7903. Continuing Family Obligations

7900 FAMILY OBLIGATIONS GENERALLY

- 7900.1 The requirements for applying and eligibility for rent subsidy programs administered by the District of Columbia Housing Authority are set forth in Chapter 61 of this Title 14.
- 7900.2 Participants in the rent subsidy programs administered by the District of Columbia Housing Authority are required to comply with certain obligations in order to continue participation in these programs. These various obligations are denominated as family obligations and are set forth herein this Chapter 79.

7901 DOCUMENTATION AND INFORMATION

- 7901.1 The participant family is obligated to supply any information or documentation that DCHA or the U.S. Department of Housing and Urban Development or any other source that funds the family's participation determines is necessary in the administration of the program. Information includes any requested certification, release or other documentation.
- 7901.2 Some of the documents and information required are listed herein; however, the obligation is to provide all information and documentation as may be requested.
- 7901.3 The participant family is obligated to provide the following:
 - (a) Evidence of citizenship or eligible immigration status for at least one member of the household, which need not be the head of household;
 - (b) Disclosure and verification of Social Security numbers of all household members;
 - (c) Consent forms for obtaining additional information;
 - (d) Any information, certification or verification document requested by DCHA to verify that:

- (i) All members listed in the household composition are actually living in the unit; or
 - (ii) Family member absences from the unit, including any certification information on the purpose of the family member's absence;
- (e) A copy of any notice to cure or quit, notice to quit, or eviction notice received from the owner or the courts of the District of Columbia; and
- (f) Information, documentation and verification as requested by DCHA or HUD in connection with initial, interim or regular examination of family income and composition.

7901.4 All information supplied by the family must be true and complete about each member of the household. All adult members of the household are obligated to provide accurate information and are responsible for the submission of true and correct information about all household members. Any failure to provide true and correct information by any adult member shall be cause for termination of assistance.

7902 MISSED APPOINTMENTS AND DEADLINES

7902.1 DCHA schedules appointments and sets deadlines in order to obtain information required to assess compliance with the requirements of the programs it administers and to assure that the proper amount of rental assistance based on family income and composition has been determined. DCHA also schedules appointments in order to inspect the unit and assure compliance by the owner and the family with obligation to comply with the Housing Quality Standards.

7902.2 An applicant or participant who fails to keep an appointment, or to allow DCHA to inspect the unit, or to supply information required by a deadline may be sent a notice of termination of assistance.

7902.3 The family will be given information about the requirement to keep appointments, submit required paperwork timely, and the number of times appointments may be rescheduled.

7902.4 Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- (a) Voucher issuance and briefings;
- (b) Lease-up;
- (c) Inspections and reinspections with respect to Housing Quality Standards;

- (d) Recertifications of income and family composition; and
- (e) Grievance hearings and pre-hearing conferences.

7902.5 Acceptable reasons for missing appointments generally or failing to provide information by deadlines are:

- (a) Medical emergency;
- (b) Incarceration;
- (c) Family emergency; or
- (d) Other unavoidable cause beyond the control of the Family.

7902.6 Generally, the family will be given two opportunities for appointment and two opportunities to supply information before being issued a notice of termination or denial for breach of a family obligation. The provisions regarding missing appointments and rescheduling hearings is set forth in Chapter 89 hereof.

7902.7 After issuance of the termination notice, if the family offers to correct the breach within the thirty (30) Days permitted to request a hearing, the following can occur:

- (a) The notice may be rescinded if the family offers to cure;
- (b) The notice may be rescinded if the family certifies as to non-compliance and does not have a history of non-compliance; or
- (c) The notice of termination will not be rescinded and the procedures for termination will commence, if a history of noncompliance exists.

7903 CONTINUING FAMILY OBLIGATIONS

7903.1 The following are notifications required of all families:

- (a) The family must notify the owner and, at the same time, notify DCHA before the family moves out of the unit or terminates the lease upon notice to the owner;
- (b) The family must promptly notify DCHA if any family member no longer resides in the unit; and
- (c) The family must promptly notify DCHA of the birth, adoption or court-awarded custody of a child.

7903.2 The following are affirmative obligations of all families:

- (a) The family must allow DCHA to inspect the unit at reasonable times and after reasonable notice;
- (b) The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
- (c) Only family members listed on the family composition and approved by DCHA may reside in the assisted unit;
- (d) Adding members to the household:
 - (i) The family must request DCHA approval to add any other occupant of the unit, even if they are a family member; and
 - (ii) Foster child or a live-in aide may reside in the unit, if approved by DCHA. If the family does not request approval or DCHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family; and
- (e) Members of the household may engage in legal profit-making activities in the assisted unit, but only if:
 - (i) The activities are incidental to primary use of the unit as a residence by members of the family;
 - (ii) The owner has approved the activity; and
 - (ii) All income is reported timely to DCHA.

7903.3 The following prohibitions apply to all families:

- (a) The family is responsible for not causing any breach of the Housing Quality Standards. The family will be liable for the repair or cost of repair to restore the leased premises to Housing Quality Standards if the damage or cause of the Housing Quality Standard violation is the responsibility of the family;
- (b) The family may not commit any serious or repeated violations of the lease;
- (c) The family must not sublease or sublet the unit;
- (d) The family must not permit or allow the use of the unit either on a full or part time basis, including using the address as a mail drop or otherwise, by any person that is not on the family composition approved by DCHA;

- (e) The family must not assign the lease or transfer the unit;
- (f) The family must not own or have any interest in the unit; unless approved as a Participant in the DCHA HCVP Homeownership program;
- (g) Misrepresentation or fraud are such that:
 - (i) The members of the family must not intentionally or negligently misrepresent any information provided to the agency, or commit fraud, bribery, or any other corrupt or criminal act in connection with the programs; and
 - (ii) Misrepresentation or fraud that results in a determination by DCHA of program fraud or abuse is subject to the options DCHA has under Chapter 91 of this Title; and
 - (iii) Incorrect information provided unintentionally must be corrected and all adjustments to housing assistance payments or the tenant portion of the rent will be adjusted by DCHA retroactively or DCHA may take such other actions as permitted under Chapter 91;
- (h) The members of the family may not engage in drug-related criminal activity or violent criminal activity on or off the property or the leased premises. No member of the family may engage in any other illegal activity on or about the leased premises that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Termination for drug-related or other illegal activity does not require an arrest or criminal conviction prior to termination from the program; or
- (i) An assisted family, or members of the family, may not receive tenant-based assistance while receiving any other housing subsidy, for the same unit or for a different unit, except as is approved by DCHA in writing.

CHAPTER 80**RENT SUBSIDY PROGRAMS: ISSUANCE OF VOUCHERS**

Secs.

- 8000 Introduction
- 8001 Notice of Briefings
- 8002 Briefings for New Applicants
- 8003 Briefings for Current Participants
- 8004 Briefings for Owners
- 8005 Issuance of Vouchers
- 8006 Issuance of a Voucher for Dividing Families
- 8007 Discrimination Claims and Referrals

8000 INTRODUCTION

- 8000.1 DCHA's goal is to assure that families selected to participate in any of its rent subsidy programs are equipped with the tools necessary to locate an acceptable housing unit. The objective is to provide families sufficient knowledge and information regarding the program and how to achieve the maximum benefit while complying with program requirements.
- 8001.2 DCHA will not issue a Voucher, other than an authorized documented emergency, to a family unless the head of household or spouse (or a representative with an approved power-of-attorney) has attended a full briefing and signed the Voucher.

8001 NOTICE OF BRIEFINGS

- 8001.1 The DCHA will mail a notice of the date, time and place of the briefing notice via U.S. Postal Service regular mail to the address provided by the applicant or in the case of an existing participant the address of the assisted unit on file at the time of request to transfer and DCHA staff determining the family in good standing. The address provided by the participant for the purpose of receiving mail from DCHA may be an alternate address other than an assisted unit (for example, a Post Office Box) if provided by the family.
- 8001.2 DCHA is responsible for ensuring that the briefing notice is mailed to the address on record. The DCHA is not responsible for ensuring that mail is received by the applicant or participating family.
- 8001.3 If notice is not received by the applicant or participant family at least five (5) business days prior to an expected briefing date, the applicant or participant family should contact the DCHA to inquire as to the date and time of the scheduled briefing.
- 8001.4 Families who provide prior notice of inability to attend a briefing will automatically be scheduled for the next available briefing. Applicants who fail to

attend two scheduled briefings, without prior notification and approval of DCHA, may be denied issuance of a voucher. Participants who fail to attend two scheduled briefings, without prior notification and approval of DCHA, may be forced to have their good standing re-determined prior to scheduling another briefing appointment.

8001.5 DCHA may conduct individual briefings for families with disabilities at their homes, upon request by the family, if approved for a reasonable accommodation in accordance with Chapter 74 hereof or otherwise make accommodations for a family that includes a person with disabilities to ensure effective communication.

8002 BRIEFINGS FOR NEW APPLICANTS

8002.1 Initial Briefings are as follows:

- (a) A briefing will be conducted for applicant families who are determined to be eligible for assistance and selected from the waiting list or otherwise being issued a voucher to search for a rental unit;
- (b) The purpose of the briefing is to explain the documents in the information packet to families so that they are fully informed about all aspects of the rent subsidy program and its requirements; and
- (c) The briefings will be conducted in groups in English (and other languages, if requested). Reasonable accommodations will be provided upon request for purposes of accommodations for briefings. All requests for reasonable accommodations must be made in writing.

8002.2 At the briefing the family is provided with the following information and materials:

- (a) The term of the Voucher, and DCHA's policy relative to suspensions of the Voucher. DCHA issues Vouchers for a full one hundred eighty (180) days and, except, in the case of Reasonable Accommodation requests in accordance with Chapter 74 hereof, does not entertain requests for voucher extensions;
- (b) A description of the method used to calculate the housing assistance payment, information on utility allowances, Total Tenant Payment and maximum tenant payments, and Payment Standards and maximum Housing Assistance Payments to the Owner;
- (c) How the maximum allowable gross rent is determined, including the procedure for rent reasonableness determination;
- (d) Guidance and materials to assist the family in selecting a unit, including:

- (i) A list of factors to consider, such as: proximity to employment, public transportation, schools, shopping, and the accessibility of services; and
- (ii) A list of factors in identifying and evaluating important aspects of a prospective unit, such as: the condition of a unit, whether the rent is reasonable, cost of tenant-paid utilities, and energy efficiency of the unit;
- (e) Any boundaries of the geographical area in which the family may lease a unit, including an explanation of portability;
- (f) A copy of the standard DCHA Tenancy Addendum;
- (g) The Request for Tenancy form, and a description of the procedure for requesting approval for a unit;
- (h) DCHA's policy on providing information about families to prospective owners and providing information of prospective owners to families;
- (i) The Subsidy Standards, including when and how exceptions are made;
- (j) The U.S. Department of Housing and Urban Development brochure "A Good Place to Live" on how to select a unit that complies with Housing Quality Standards;
- (k) The U.S. Department of Housing and Urban Development brochure on lead-based paint;
- (l) Information on federal and local equal housing opportunity laws and a copy of the housing discrimination complaint form, including the telephone numbers of the local fair housing agency and the U.S. Department of Housing and Urban Development enforcement office;
- (m) A list of landlords or other parties interested in leasing to assisted families or help in the search;
- (n) If the family includes a person with disabilities, notice that DCHA will provide a list of available accessible units known to DCHA and the availability of housing counseling if requested;
- (o) The family obligations under the program;
- (p) The grounds on which DCHA may terminate assistance for a participant family because of family action or failure to act;

- (q) DCHA informal hearing procedures including when DCHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing;
- (r) A Housing Quality Standards checklist and a blank Housing Assistance Payment contract;
- (s) Procedures for notifying DCHA and/or the U.S. Department of Housing and Urban Development of program abuses such as landlord requests for side payments, violations of tenant rights, and owner failure to repair;
- (t) Requirements for reporting changes in household composition and income between certifications;
- (u) Information on security deposits and legal referral services;
- (v) An explanation of the relationship between the family and the owner, the family and DCHA, and DCHA and the owner;
- (w) How portability works for families eligible to exercise portability outside the District of Columbia; and
- (x) The Family Self-Sufficiency program and its advantages.

8003 BRIEFINGS FOR CURRENT PARTICIPANTS

- 8003.1 A special briefing, or attendance at an initial briefing, may be required for current participants who are to be issued transfer vouchers in accordance with Chapter 77 hereof to move to a new unit with continued assistance. This briefing includes incoming and outgoing portable families.

8004 BRIEFINGS FOR OWNERS

- 8004.1 Briefings are typically held quarterly for owners. Current and prospective owners are welcome. The purpose of the owner briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the participant, owner, and the DCHA.

8005 ISSUANCE OF VOUCHERS

- 8005.1 DCHA has no obligation to issue a voucher to any applicant; issuance of vouchers depends on funding availability currently and as projected. When funding is available, DCHA will issue vouchers to applicants in accordance with the waiting list preferences and provisions of Chapter 76. Vouchers are issued conditionally

and may be rescinded, although DCHA has not as of July 3, 2007, ever had to rescind a voucher.

8005.2 During the briefing session, each household briefed for a voucher will be issued a voucher which represents a conditional agreement between the DCHA and the family specifying the rights and responsibilities of each party but does not constitute admission to the program, which occurs when the lease and Housing Assistance Payment contract become effective. Issuance of the voucher does not make an applicant a participant with the rights or responsibilities of same.

8005.3 The term of a voucher is as follows:

- (a) The voucher is valid for a period of at least one hundred eighty (180) calendar days from the date of issuance and expires without further notice from DCHA at the end of the one hundred eighty (180) calendar days. There are no rights to extension of a voucher. If the DCHA has caused a delay, the family may be granted additional time equal to the length of the delay, so that the family has a full one hundred eighty (180) days.
- (b) If the voucher has expired the family will be denied assistance. If the family is currently assisted, it may remain as a program participant in the assisted unit if there is an assisted lease/contract in effect. However, if the family has not been assisted in the past one hundred eighty (180) days and the issued voucher has expired, the family may be denied assistance and may be required to reapply for the program.
- (c) Applicants and participants whose vouchers expire are not entitled to an informal hearing in accordance with the provisions of Chapter 89.

8005.4 Suspension of a voucher term will occur as follows:

- (a) When a Request for Tenancy (RFT) is received (other than incoming portable vouchers), the term of the voucher will be suspended until a lease and contract have been executed for the unit or DCHA determines that leasing the unit is not feasible.
- (b) If the unit cannot be leased, the DCHA will change the expiration date on the voucher and provide the family the same number of search days which remained in the voucher term on the date the RFT was submitted.

8005.5 Extensions of the term of a voucher are permitted at the discretion of the DCHA for the reasons listed below. Requests for such extensions by applicants or participants must be made in writing and submitted to DCHA.

- (a) Requests for reasonable accommodation submitted in accordance with Chapter 74 hereof;

- (b) DCHA administrative errors or a DCHA caused delay;
- (c) Upon the determination of a hearing officer subsequent to the filing of a grievance;
- (d) By court order; or
- (e) Upon the directive of the DCHA Executive Director with the advice and counsel of the Office of the General Counsel, typically in order to avoid litigation.

8006 ISSUANCE OF A VOUCHER FOR DIVIDING FAMILIES

8006.1 When a participant household is dividing up due to divorce, legal separation or other division of the household, the part of the household that will continue as a participant in the program must be determined.

8006.2 Where there is no court determination, the part of the household that will continue in the program is determined as follows:

- (a) If the family has decided which part of the household will continue to receive assistance, that determination, if in writing, will be honored by DCHA, upon verification that the non-remaining household member has moved out.
- (b) If the reconstituted households cannot agree as to which new household should continue to receive the assistance, and there is no determination by a court, the DCHA shall consider the following factors in its review of a requesting family member application to determine which of the families will continue to be assisted:
 - (i) Which of the two new family units has custody of dependent children;
 - (ii) Whether domestic violence was involved in the breakup;
 - (iii) Which family members remain in the unit;
 - (iv) Any recommendations of social service professionals;
 - (v) Which family member has the lower income;
 - (vi) The interest of minor children, the elderly or disabled, or ill family member(s); and

- (vii) The requirements, if any, of federal and local laws regarding victims of domestic violence and abuse.
- (c) Documentation of the determining factors will be the responsibility of the requesting parties.
- (d) If documentation is not provided by the requesting party, the DCHA will terminate or reduce assistance to one part of the divided household on the basis of failure to provide information necessary to make a decision regarding assistance.

8006.3

Court ordered household divisions are such that:

- (a) DCHA will award voucher assistance based on the court's decision, subject to eligibility review of the proposed head of household in accordance with Subsections 8007.3(f) and (g) below.
- (b) Until such time as a court order is issued, DCHA will make decisions of voucher issuance that it determines to be in the best interest of the minor children or household members subject to domestic violence.
- (c) Current adult household members have the first option of receipt of the head of household status.
- (d) In the case where no adult household member remains the DCHA will take the following actions:
 - (i) The DCHA will offer temporary head of household status for a period not to exceed six months to any adult (current household member or non-household member) who provides a court-issued request for custody of the children.
 - (ii) The DCHA will consider the first adult to supply proof of filing for custody of the majority of the remaining children in the household as head of household for purposes of the six month temporary period.
 - (iii) If awarded permanent custody of the majority of the remaining children in the household the DCHA will award the adult awarded custody status as "caretaker with temporary head of household status." This status may remain until the first remaining child reaches the age of eighteen (18).
 - (iv) At age eighteen (18) the first remaining child to reach adulthood will be offered the voucher head of household status. If refused, the status shall remain with the "temporary caretaker" until the

next child reaches age eighteen (18) and the offer is made again to this child and so forth.

- (e) In the case of domestic violence the DCHA will follow the orders of the court.
- (f) All adults coming into the household are subject to eligibility review and approval through the Client Placement Division of DCHA relative to all income, criminal background checks and other provisions of eligibility.
- (g) DCHA reserves the right to approve or disapprove issuance of a voucher to the remaining household member of a participant family or adult representative even with court documentation, if the household member is not eligible after review through the Client Placement Division of DCHA.

8006.4 Redetermination of tenant payments and owner assistance will occur as follows:

- (a) Where the division of the family results in a reduction in the number of bedrooms required for a family, a voucher will be issued and the family will be provided up to one hundred eighty days (180) to search for a unit of appropriate size. Alternatively the household may elect to stay in the unit and increase its portion of payment to the landlord upon the reduction in DCHA's Housing Assistance Payment to the landlord.
- (b) At the end of one hundred eighty days (180), if the family has not leased up an appropriate unit, the family's assistance will be reduced based on the new family composition and income.

8006.5 The determination to let a remaining member of tenant family retain a voucher is made based on the following considerations:

- (a) To be considered the remaining member of the tenant family, the person must have been previously approved by the DCHA to be living in the unit.
- (b) A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.
- (c) In order for a minor child(ren) to continue to receive assistance as a remaining family member:
 - (i) The court must have awarded emancipated minor status to the minor, or
 - (ii) The DCHA must have verified that social services and/or the court has arranged for another adult to be brought into the assisted unit to care for the child for an indefinite period.

8007 DISCRIMINATION CLAIMS AND REFERRALS

8007.1 DCHA provides information on discrimination at the briefing for all families in accordance with the provisions of this Chapter.

8007.2 It is unlawful in the District of Columbia for a landlord to refuse to lease to an applicant on the basis that they are participating in a rent subsidy program, and a portion, or all of their rent, will be paid by DCHA through a rent subsidy program.

8007.3 Landlord discrimination on the basis of source of income, race, creed, gender, religion or any other unlawful basis should be reported to the District of Columbia Office of Human Rights or U.S. Department of Housing and Urban Development's enforcement office for the District of Columbia. DCHA will refer all reports of discrimination to the Office of Human Rights.

8008 POLICY ON PROVIDING RENTAL INFORMATION

8008.1 Upon request from the landlord, DCHA may provide rental history information to include (1) the number of previous landlords that have complained to DCHA of non-payment of family portion of rent, and (2) if in the past twelve (12) months from the request if the family has been cited for any tenant-caused Housing Quality Standard violations and if those repairs were made within the time period allotted by DCHA

8008.2 Upon request from the family, DCHA may provide ownership history information to include (1) the number of previous families that have complained to DCHA of discrimination against the landlord or owner, and (2) if in the past twelve (12) months from the request if the landlord has been cited for any landlord-caused Housing Quality Standard violations and if those repairs were made within the time period allotted by DCHA.

CHAPTER 87 RENT SUBSIDY PROGRAMS: PORTABILITY OF ASSISTANCE

Secs.	
8700	Portability
8701	Outgoing Portability
8702	Incoming Portability
8703	Reports to the Initial Housing Authority

8700 PORTABILITY

8700.1 Portability is the ability of a family to receive continuing rental subsidy assistance even while leasing a unit outside the District of Columbia in any jurisdiction in the United States that has a housing authority that administers a tenant based housing choice voucher program. Portability also applies to families seeking to lease a unit inside the District of Columbia with assistance originating from a housing authority in another jurisdiction.

8700.2 Portability is available for families who are participants in the federally funded housing choice voucher program. Other rent subsidy programs are restricted either to property located in the District of Columbia or a program with funding restricted to use in the District of Columbia.

8701 OUTGOING PORTABILITY

8701.1 When a family requests to move outside of the District of Columbia, the request must specify the area to which the family wants to move.

8701.2 The area requested where the new unit is located must be one where there is a housing authority administering the federally funded tenant-based housing choice voucher program or a successor or predecessor thereto.

8701.3 Families will not be issued a voucher for a move to port out of DCHA's jurisdiction if:

- (a) The family has moved out of a unit in violation of the lease;
- (b) The move is within the initial twelve month period after admission to the program, unless the receiving housing authority is absorbing the family;
- (c) The family has a locally funded voucher;
- (d) The family is not current on their recertification;
- (e) The family does not have a tenant-based voucher;

- (f) The family owes money to any housing authority; or
- (g) The family is under a repayment agreement with the housing authority.

8701.4 DCHA will provide outgoing portability assistance to families in the following instances:

- (a) DCHA will provide pre-portability counseling for those families who express an interest in portability;
- (b) DCHA will notify the receiving housing authority that the family wishes to relocate into its jurisdiction; and
- (c) DCHA will advise the family how to contact and request assistance from the receiving housing authority.

8701.5 DCHA will provide the following documents and information to the receiving housing authority:

- (a) A copy of the family's voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability;
- (b) The most recent HUD 50058 form and verifications;
- (c) Current information related to eligibility, including citizenship/immigration documents;
- (d) A DCHA contact person designated for inquiries on eligibility and billing; and
- (e) The administrative fee schedule for billing purposes.

8701.6 The receiving housing authority must notify DCHA of the following:

- (a) Whether the receiving housing authority will absorb the family into its own program or DCHA will keep the family as a participant in the DCHA program and pay the receiving housing authority an administrative fee;
- (b) If the family leases up or fails to submit a request for tenancy from the receiving housing authority by the required date;
- (c) If assistance to a portable family is terminated by the receiving housing authority; or
- (d) If the family requests to move to an area outside the receiving housing

authority's jurisdiction.

8701.7 DCHA will do the following when payments to receiving housing authorities not absorbing the family are due:

- (a) Payments for families in other jurisdictions with DCHA vouchers will be made to the receiving housing authority when billed or in accordance with other HUD approved procedures for payment; and
- (b) When billed, DCHA will reimburse the receiving housing authority the lesser of:
 - (i) One hundred percent (100%) of the Housing Assistance Payment under the lease in the new jurisdiction, or
 - (ii) The maximum Housing Assistance Payment that DCHA would pay if the family were using a voucher in the District of Columbia.

8702 INCOMING PORTABILITY

8702.1 DCHA will do the following to absorb and administer incoming portable families:

- (a) If funding is available in DCHA's voucher program when the portable family is received from another jurisdiction, DCHA may elect to absorb the family into its federally funded voucher program. If DCHA elects to absorb the family it will so notify the sending housing authority.
- (b) If DCHA elects not to absorb the incoming voucher and to simply administer the assistance for the family on behalf of the sending housing authority, DCHA will administer the voucher in accordance with DCHA's policies and procedures which will control for all purposes.
- (c) If DCHA elects to administer the voucher assistance provided by the sending housing authority, the family will be issued a "portability voucher" by DCHA with the same start date as the voucher issued by the sending housing authority.

8702.2 Whether DCHA elects to absorb or administer the voucher, DCHA requires the following documents be provided by the sending housing authority, before it will process a family porting into DCHA's jurisdiction:

- (a) A copy of the family's voucher, with issue and expiration dates, and written acknowledgement of the family's ability to move under portability;
- (b) The most recent HUD 50058 form and verifications;

- (c) Current information related to eligibility, including citizenship/immigration documents;
- (d) The name of the sending housing authority's staff member designated to receive inquiries on eligibility and billing; and
- (e) The administrative fee schedule of the sending housing authority for billing purposes.

8702.3 Portability vouchers are issued as follows:

- (a) DCHA will issue a portability voucher according to its own occupancy standards and subsidy payment determinations as set forth in Chapters 78 and 83 of this Title 14. If the family has a change in family composition that would change the voucher size, at the time the family is porting in, DCHA will change to the proper size based on DCHA's occupancy standards. Thereafter, all reporting and reexamination and changes to total tenant payment and subsidy payments will be done in accordance with DCHA's policies and procedures;
- (b) DCHA will issue the portability voucher with the same initial date as the sending housing authority. Unless an extension is granted as a reasonable accommodation under the provisions of Chapter 74 hereof, DCHA will not extend the portability voucher term. If the family decides not to lease-up in DCHA's jurisdiction, the family must request an extension from the sending housing authority; and
- (c) As the receiving housing authority, DCHA will conduct a recertification interview to verify any information where:
 - (i) The documents are missing;
 - (ii) The documentation is over one hundred twenty (120) Days old, or
 - (iii) There has been a change in the family's circumstances.

8702.4 The process for briefing and lease up is as follows:

- (a) All porting in families must attend a DCHA briefing;
- (b) The porting in family's request for tenancy will be processed using DCHA's rules and regulations; and
- (c) DCHA will notify the family of its responsibility to contact the sending housing authority if the family wishes to move outside DCHA's

jurisdiction under continued portability.

8703

REPORTS TO THE INITIAL HOUSING AUTHORITY

8703.1

The family will be notified of lease up or denial of assistance depending on:

- (a) If the family leases up successfully, DCHA will notify the initial housing authority within sixty (60) Days, and the billing process will commence;
- (b) If the family does not submit a request for tenancy or does not execute a lease, within one hundred eighty (180) Days of the issuance of the portability voucher the initial housing authority will be notified; or
- (c) If DCHA denies assistance to the family, DCHA will notify the initial housing authority within sixty (60) Days, and the family will be offered a hearing in accordance with Chapter 89 of this Title 14.

8703.2

Prior payments due will be collected as follows:

- (a) The initial housing authority will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment; and
- (b) If the initial housing authority notifies DCHA that the family is in arrears or the family has refused to sign a payment agreement, DCHA will terminate assistance to the family.

8703.3

Terminations will occur as follows:

- (a) DCHA will notify the initial housing authority in writing of any termination of assistance within sixty (60) Days of the termination; and
- (b) If an informal hearing is requested by the family, the hearing will be conducted by DCHA, using the regular hearing procedures set forth in Chapter 89 of this Title 14. A copy of the hearing decision will be furnished to the initial housing authority.

CHAPTER 90 RENT SUBSIDY PROGRAMS: CONTRACT TERMINATIONS

Secs.	
9000	Introduction
9001	Contract Termination Generally
9002	Termination by the Family
9003	Termination by the Owner: Evictions
9004	Termination by DCHA

9000 INTRODUCTION

9000.1 The Housing Assistance Payments (HAP) Contract is the contract between the owner and DCHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the family, by the owner, or by DCHA, and the policies and procedures for such terminations.

9001 CONTRACT TERMINATION GENERALLY

9001.1 The term of the HAP Contract begins on the first day of the lease term, which generally is the first day of a month and ends on the last day of the lease term. In the District of Columbia leases cannot be terminated except for cause, and hence there may be a stated last day of the lease term, but as a matter of law the lease has no termination date.

9001.2 The HAP Contract terminates automatically if any of the following occurs:

- (a) The lease is terminated by the owner for cause in accordance with Part C of the HAP Contract and local law, and the tenant has moved out or been evicted;
- (b) The tenant provides the owner notice in writing, that the tenant intends to vacate or terminate the lease as of a given date;
- (c) The date the tenant moved out of the contract unit with or without proper notice to the owner or DCHA;
- (d) DCHA terminates the HAP Contract as provided for in this Chapter 90 or by the terms of the HAP Contract with written notice to the family and the owner;
- (e) DCHA terminates assistance to the family, with written notice to the family and the owner;
- (f) DCHA has had no obligation to the family or the owner to make payments

for more than one hundred eighty (180) consecutive days either to:

- (i) The participant family for utility allowance (known as negative rent), or
- (ii) The owner for rent subsidy on behalf of the participant family; or
- (g) DCHA may terminate the HAP Contract, if it is determined that available program funds are no longer available to pay subsidy assistance for the family.

9001.3 Termination shall effect subsidy payments and rent as follows:

- (a) No subsidy payments on behalf of the participant family will be made by DCHA to the owner, starting the first day of the month following the month in which the termination event occurred.
- (b) The owner must reimburse DCHA for any subsidies paid by DCHA for any period after the HAP Contract termination date. DCHA may deduct from future payments any subsidies paid to which the owner was not entitled.
- (c) If the family continues to occupy the unit after the HAP Contract is terminated, the family is no longer assisted by the DCHA and rent due to the owner must be collected or resolved by the owner without assistance of the DCHA.

9001.4 After a HAP Contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up another unit in accordance with the provisions of Chapter 85 of this Title 14. The HAP Contract for the new unit must begin on the 1st of the month except in certain circumstances set forth in Chapter 85.

9002 TERMINATION BY THE FAMILY

9002.1 Lease terms shall include the following:

- (a) The lease must stipulate that the family cannot move from the contract unit until after the initial lease term; without prior authorization from the owner.
- (b) The term of the lease is determined by the lease. The number of days required to provide notice to the landlord by the tenant prior to terminating the lease, is determined by the lease, but may not exceed sixty (60) Days.

9002.2 The family must comply with the requirements of Chapter 85 with respect to, among other things, notice to the owner.

9003 TERMINATION BY THE OWNER: EVICTIONS

9003.1 Any of the following shall be cause for termination of tenancy and the lease must provide as such:

- (a) Serious or repeated violations of the lease;
- (b) Violations of federal, state, or local law related to occupancy of the unit;
- (c) Criminal activity by the tenant, any member of the household, a guest, or another person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (d) Any drug-related criminal activity on or near the leased premises by the tenant, any member of the household, a guest, or another person under the tenant's control; or
- (e) Disturbance of neighbors, destruction of property, or behavior resulting in damage to the leased premises.

9003.2 If the owner wishes to terminate the lease, the owner is required to evict, using the applicable federal requirements and local procedures not superceded by the federal requirements, and providing for at a minimum the following notices:

- (a) The eviction notice to tenant shall include the following:
 - (i) The eviction notice means a notice to vacate, or a complaint, or other initial pleading used under local law to commence an eviction action. The owner notice may be included in, or may be combined with, any initial pleading or complaint served under the local court rules to the tenant.
 - (ii) The notice must specify the grounds for termination of tenancy at or before the commencement of the eviction action. There is no requirement for notice to be served prior to the commencement of the action.
 - (iii) The notice must specify the section of the lease that has been violated and specify some or all of the ways in which the tenant has violated that section.
- (b) The owner must provide DCHA with a copy of the eviction notice as documentation for DCHA's termination of assistance.

9003.3 Housing Assistance Payments are dependent on the following:

- (a) DCHA's subsidy payments continue until the tenant is evicted or vacates. Even if the owner has begun eviction, so long as the family continues to reside in the unit, DCHA will continue to make Housing Assistance Payments to the owner until the earlier of:
 - (i) The tenant has been evicted following a court judgment or other process allowing the owner to evict the tenant, or
 - (ii) The tenant has vacated the assisted unit, including lease-up in another unit with DCHA assistance under a new HAP Contract.
- (b) The following are the conditions for continued payment:
 - (i) The tenant continues to occupy the assisted unit; and
 - (ii) The HAP Contract is not violated by the owner or the family including timely correction of any Housing Quality Standards violations by either party as may be responsible.
- (c) By endorsing the monthly check from the DCHA, the owner certifies that the tenant is still in the unit, the rent is reasonable, and owner is in compliance with the HAP Contract.
- (d) The owner must provide DCHA with the documentation regarding the eviction action, including any consent judgment that results in the tenant continuing to live in the unit, as well as notice of the date of the actual eviction, or earlier move out by the family.

9003.4 If an eviction is not due to a serious or repeated violation of the lease, and if the DCHA has no other grounds for termination of assistance, the DCHA may issue a new voucher so that the family can move with continued assistance in accordance with Chapter 85 hereof.

9004 TERMINATION BY DCHA

9004.1 In addition to terminations of the HAP Contract that happen automatically under the provisions of Section 9001.2 hereof, DCHA may terminate the HAP Contract with notice to the owner and the family under the following circumstances:

- (a) Termination of program assistance to the family by DCHA for failure to abide by family obligations or otherwise as provided herein this Title 14;
- (b) Owner breach of the HAP Contract; or

- (c) The family is required by DCHA to move from a unit which is under-occupied or overcrowded.

9004.2

DCHA shall provide the owner and family with written notice of termination of the HAP Contract.

CHAPTER 91 RENT SUBSIDY PROGRAMS: DEBTS AND REPAYMENT AGREEMENTS

Secs.

- 9100 General Policy
- 9101 Debts Due to DCHA
- 9102 Repayment Agreements
- 9103 Hardships
- 9104 Repayment Agreement Default

9100 GENERAL POLICY

9100.1 DCHA will use a variety of collection tools to recover debts from owners and families, including, but not limited to:

- (a) Requests for lump-sum payments;
- (b) Civil suits;
- (c) Repayment agreements;
- (d) Reductions in payments for other units (offsets);
- (e) Referral to collection agencies;
- (f) Report to credit bureaus; and/or
- (g) Income tax set-off programs.

9100.2 Before a debt is assessed against a family or owner, the file must contain written documentation of the method of calculation in a clear format for review by the owner or the family as the case may be.

9101 DEBTS DUE TO DCHA

9101.1 Program fraud is defined by the U.S. Department of Housing and Urban Development as "a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Housing Choice Voucher Program (HCVP) funds in violation of HCVP requirements." An owner or family that has engaged in program fraud has incurred a debt which is due and owing to DCHA regardless of any criminal or other termination action undertaken by HCVP, DCHA or other law enforcement agencies.

9101.2 A participant or owner may also owe a debt due to family error or late reporting or other failure to provide information where the intent to commit fraud may or

may not be present or provable or available, but there is still repeated abuse or non-reporting of information to HCVP as required by the program resulting in payment of HCVP funds in violation of HCVP requirements. In those cases, the lack of willful intent does not diminish the fact that there was misrepresentation and that there is a debt and in fact the debt is still due and payable to DCHA.

9101.3

Participant families and/or owners who owe less than \$10,000 to the DCHA under the following circumstances are subject to the following:

- (a) If the debt is due to alleged program fraud, DCHA may take the following actions at DCHA's sole discretion:
 - (i) Terminate the assistance or payments with proper prior notice; or
 - (ii) Enter into a repayment agreement if the amount is *de minimus*;
- (b) If the debt is due to alleged program abuse, DCHA may take the following actions at DCHA's sole discretion:
 - (i) Termination of assistance or payments with proper prior notice; or
 - (ii) Enter into a repayment agreement;
- (c) If the debt is due to family or owner error, late reporting or other failure to provide accurate information without obvious intent to misrepresent, the owner or family, as the case may be, will be required to enter into a repayment agreement, as provided herein.

9101.4

If a participant family or owner owes funds to DCHA as a result of alleged program fraud, program abuse, or failure without obvious intent or misrepresentation to report accurate information or otherwise that results in mispayment of HCVP funds, the DCHA may take one or more of the following actions at its sole discretion:

- (a) Refer the participant family to the HUD Inspector General for investigation, if the amount exceeds \$10,000;
- (b) Refer participant family to the US Attorney for criminal prosecution, if the amount exceeds \$10,000;
- (c) Refer the debt to a collection agency or DCHA's Office of General Counsel for collection; or
- (d) Terminate the participant family's assistance with proper prior notice and opportunity for a hearing.

- 9101.5 Under no circumstances, regardless of the amount of the debt, will there be an offset against utility allowance payments to participant families. DCHA staff shall inform the participant family that no offset against utility allowances payments can be taken.
- 9101.6 If the DCHA determines that an owner has retained (or obtained) inadvertently or unintentionally, Housing Assistance Payments to which the owner is not entitled:
- (a) DCHA may elect to either:
 - (i) Deduct the amounts from future Housing Assistance owed the owner for any units under contract; or
 - (ii) Enter into a repayment agreement as specified herein below; and
 - (b) If future Housing Assistance Payments are insufficient to reclaim the amounts owed, DCHA may, at its option and full discretion pursue one or more of the following collection activities:
 - (i) Require the owner to pay the amount in full;
 - (ii) Enter into a repayment agreement for the amount owed;
 - (iii) Pursue collections through the local court system;
 - (iv) Terminate the HAP Contract;
 - (v) Restrict or deny the owner from future participation in the Housing Choice Voucher Program; and
 - (vi) Any other programmatic or legal action as identified in Subsection 9100.1 above.

9102 REPAYMENT AGREEMENTS

- 9102.1 A repayment agreement is a document entered into between the DCHA and a person who owes a debt to the DCHA. It is a non-negotiable promissory note, which contains a description of the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the DCHA upon default of the agreement.
- 9102.2 DCHA will not enter into a repayment agreement with the family under certain circumstances, including, but not limited to the following:
- (a) If the participant family already has a repayment agreement in place; or

- (b) If the DCHA determines that the participant family committed program fraud.

9102.3 DCHA will not enter into a repayment agreement with an owner under certain circumstances, including but not limited to the following:

- (a) If the owner already has a repayment agreement in place; or
- (b) If the DCHA determines owner committed program fraud.

9102.4 The following are the terms of repayment agreements:

- (a) Repayment agreements will be executed between DCHA and the head of household only, or in the case of a landlord/manager, the owner only;
- (b) The maximum term for a participant family is thirty six (36) months and for owners, twelve (12) months. The minimum monthly payment under a repayment agreement shall be one thirty-sixth (1/36) of the total debt for participant families and one twelfth (1/12) for owners;
- (c) These are the minimum and maximum payments for participants:

Debt Amount	Months to Repay	Min. Monthly	Max. Monthly
\$1 - \$2,000	12	\$ 1.00	\$166.00
\$2,001- \$4,000	18	\$111.00	\$222.00
\$4,001- \$6,000	24	\$166.00	\$250.00
\$6,001- \$8,000	30	\$200.00	\$266.00
\$8,001- \$9,999	36	\$222.00	\$277.00
\$10,000 and greater: no repayment agreement			

- (d) Repayment terms for owners:
 - (i) Debts owed by landlords/owners will be repaid through either repayment agreement or reduction in future HAP Contract at the option of DCHA.
 - (ii) Under no circumstances will a DCHA/HCVP participating owner be given for more than twelve (12) months to repay a debt through a repayment agreement or through reduction in future HAP Contract payments, or some combination thereof.
- (e) All payments under a repayment agreement will be due on the first (1st) of the month and will be considered to be in default if not paid by the tenth (10th) of the month.

9103 HARDSHIPS

9103.1 Participant's monthly payments for participant families may be set at a minimum of Fifty Dollars (\$50) per month in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of a HCVP supervisory staff.

9103.2 In the case of owner debt, an extension of one thirty (30) Day period may be allowed if requested in writing with reasonable notice from the owner, verification of the hardship and approval by a HCVP supervisory staff.

9104 REPAYMENT AGREEMENT DEFAULT

9104.1 If a family's repayment agreement is in default for more than thirty (30) days, DCHA may, at its option, take the following actions:

- (a) Require the family to pay the balance in full;
- (b) Terminate the housing assistance of the family; or
- (c) Pursue civil collection of the balance, or any other action specified in Subsection 9100.1 above.

9104.2 No participant family moves will be approved if the repayment agreement is in default, unless, at DCHA's option:

- (a) The participant family pays the debt in full;
- (b) The participant family pays the arrearage in full; or
- (c) The participant family has made a request in writing and provided documentation, satisfactory to HCVP, that the move is the result of one of the following causes:
 - (i) Family size exceeds the Housing Quality Standards maximum occupancy standards;
 - (ii) The HAP Contract is terminated due to owner non-compliance or opt-out;
 - (iii) A natural disaster occurs;
 - (iv) A request for a "Reasonable Accommodation" has been approved in accordance with Chapter 74 hereof, or
 - (v) There is a health and safety issue such as threat of physical

violence to the participant family, or a request for relocation by law enforcement agency under a "Witness Protection" order.

9104.3 Former participants with unpaid debts will be denied readmission to HCVP or admission to other DCHA programs.

All persons desiring to comment on the subject matter of this proposed rulemaking should file comments in writing not later than thirty (30) days after the date of publications of this notice in the D.C. Register. 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 MMosley@dchousing.org.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

NOTICE OF PROPOSED RULEMAKING

The Board of Commissioners of District of Columbia Housing Authority ("DCHA") hereby gives notice of its intent to take final rulemaking action to adopt a new chapter of Title 14 DCMR, "Chapter 94: Affordable Housing Rental Rehabilitation Financial Assistance." in not less than thirty (30) days from the date of publication of this notice in the D.C. Register. This Chapter governs the administration of financial assistance, which financial assistance, subject to availability of funding, may be made available by DCHA periodically in the form of loans or grants to assist in paying for costs of eligible rehabilitation, renovation or repair of affordable housing dwelling units occupied or to be occupied by persons with Housing Choice Vouchers. The DCHA's rulemaking authority is found in the District of Columbia Housing Authority Act of 1999 at D.C. Code, § 6-202.

Amendment: Chapter 94, affordable housing rental rehabilitation financial assistance, a new Chapter in Title 14 of the DCMR is to read as follows:

**CHAPTER 94 AFFORDABLE HOUSING RENTAL REHABILITATION
FINANCIAL ASSISTANCE**

- 9400 INTRODUCTION
- 9401 PROGRAM REQUIREMENTS
- 9402 ELIGIBILITY
- 9403 APPLICATIONS FOR FINANCIAL ASSISTANCE; ANNOUNCEMENT OF AVAILABILITY OF FINANCIAL ASSISTANCE
- 9404 APPROVAL AND FUNDING OF APPLICATIONS; CONTINUING RESPONSIBILITIES OF OWNERS
- 9405 CONDITIONS TO CLOSINGS
- 9499 DEFINITIONS

9400 INTRODUCTION

9400.1 DCHA recognizes that sufficient funding and financing sources may not be available to owners of eligible affordable housing dwelling units to finance or pay for costs of rehabilitation, renovation or repair necessary to modify such dwelling units to satisfy the Uniform Federal Accessibility Standards, or to make energy conservation improvements, or to satisfy the Housing Quality Standards. DCHA may periodically make financial assistance in the form of no or low interest loans and grants available to owners of existing dwelling units that are eligible to participate in DCHA's Partnership Program for Affordable Housing and enter into a Project-Based Housing Choice Voucher Housing Assistance Payments Contract with DCHA under the Partnership Program.

9400.2 This Chapter will set forth rules governing the administration of a DCHA program to provide financial assistance to owners of affordable housing dwelling units.

9400.3 The purpose of the program will be to provide financial assistance in the form of no or low interest loans or grants to owners of affordable housing dwelling units in need of rehabilitation, renovation or repair to comply with the Uniform Federal Accessibility Standards, or to make energy conservation improvements, or to satisfy the Housing Quality Standards. DCHA may, from to time and subject to availability of funding, announce the availability of financial assistance under this program.

9400.4 The program is established under the authority of D.C. Official Code § 6-203(10) (2001 Ed.).

9400.5 The Executive Director, for good cause shown in writing, may waive any provision of this Chapter consistent with applicable law. All waivers shall be justified by a determination that undue hardship will result from applying the requirements and where application of the requirement would adversely affect the purpose and objectives of the program.

9401 PROGRAM REQUIREMENTS

9401.1 Subject to availability of funding, DCHA may periodically make financial assistance available in accordance with this Chapter and an announcement in the form of no or low interest loans or grants to owners of eligible affordable housing dwelling units to pay for costs of rehabilitation work.

9401.2 Financial assistance may be used to pay directly or reimburse owner for:

- (a) Reasonable project costs approved by DCHA with respect to the property.
- (b) Professional services costs approved by DCHA for reasonable customary costs of architectural, engineering, construction management and related professional services required in preparation of project plans, drawings or specifications for rehabilitation work.
- (c) Reasonable costs approved by DCHA for providing temporary housing for tenants of the property holding Housing Choice Vouchers while rehabilitation work is being conducted in or affecting a tenant's dwelling unit.
- (d) Cost of building permits and related fees.
- (e) Contingency reserve fund approved by DCHA to be used for unanticipated project costs and unanticipated increases in other eligible costs.

9402 ELIGIBILITY

9402.1 In order to receive financial assistance under this Chapter, (a) the owner and dwelling units must satisfy the conditions for participation in the Partnership Program including, without limitation, location of property within the District of Columbia, site and neighborhood requirements, property eligibility and eligible tenants and tenant selection, provided that subject to availability of financial assistance and the conditions of the applicable announcement, a property which fails to satisfy HQS may receive financial assistance to fund all or a portion of the costs of repairs needed to satisfy HQS, (b) the dwelling units must be suitable, as determined by DCHA, for the proposed rehabilitation work, (c) the rehabilitation work may not have been commenced prior to approval of the application by DCHA unless DCHA approves earlier commencement of rehabilitation work, (d) the owner, the property and the project must satisfy the requirements for financial assistance contained in the applicable announcement and this Chapter, and (e) the owner must enter into and comply with an AHAP Contract for the property.

9403 APPLICATIONS FOR FINANCIAL ASSISTANCE; ANNOUNCEMENT OF AVAILABILITY OF FINANCIAL ASSISTANCE

9403.1 A person may be eligible to make application for financial assistance if the person:

- (a) consists of one or more individuals, corporations, partnerships, limited liability companies or other privately-controlled legal entities; and
- (b) can establish to the satisfaction of DCHA its reasonable capacity to meet the requirements applicable to receipt of financial assistance under this Chapter, applicable law and the applicable announcement; and
- (c) can establish to the satisfaction of DCHA that such person holds valid legal title to the property; and
- (d) is not on the U.S. General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs; and
- (e) can demonstrate to the satisfaction of DCHA an effective plan to minimize the interruption of occupancy of the property by, and the duration of relocation of, tenants holding Housing Choice Vouchers.

9403.2 DCHA may periodically announce the availability of financial assistance and a summary of the requirements for application and approval for financial assistance.

9403.3 In an announcement, DCHA will provide general information, in a form prescribed by DCHA, which may include, but is not limited to, the following:

- (a) the deadline for submission of applications;
- (b) the method and location for requesting an application;
- (c) application fees, if any, payable by applicants;
- (d) a detailed description of the financial assistance available and the type of project and project costs eligible for financial assistance; and
- (e) criteria that will be used to evaluate applications and grant financial assistance.

9403.4 DCHA's announcement and summary of application requirements will be published in at least one (1) newspaper of general circulation in the District of Columbia, in at least one (1) newspaper serving minority communities in the District of Columbia, and in at least one (1) bi-lingual newspaper circulated in the District of Columbia.

9404 APPROVAL AND FUNDING OF APPLICATIONS; CONTINUING RESPONSIBILITIES OF OWNERS

9404.1 Upon receipt of an application for financial assistance, DCHA or its designee will perform an initial review to determine completeness and its compliance with the applicable announcement and the eligibility requirements as specified in this Chapter.

9404.2 DCHA or its designee shall reject applications which are initially determined to be incomplete or ineligible and may, in its sole discretion, grant additional time as it deems appropriate to enable applicants to correct deficiencies identified during the initial evaluation of the application.

9404.3 Applications determined to be complete and meeting intake requirements shall be reviewed by DCHA or its designee in accordance with the criteria established pursuant to this Chapter, applicable law and the applicable announcement. Applications determined to be complete and meeting intake requirements will be rated and ranked on the basis of the criteria set forth in the applicable announcement and to the extent of available funds, those applications with the highest ranking may be approved by DCHA to receive financial assistance.

9404.4 DCHA or its designee will notify all applicants in writing of its final decision regarding application approval or disapproval.

9404.5 The initial approval, if any, of an application by DCHA or its designee shall be in the form of a written conditional commitment letter to the applicant which shall establish conditions precedent to receipt of financial assistance for the property.

- 9404.6 Applications for financial assistance will be approved by DCHA or its designee upon a determination by DCHA or its designee that the project is economically feasible according to the criteria established by DCHA with respect to each announcement. The criteria may include one or more of HUD guidelines, Partnership Program guidelines and private market requirements and constraints and will be furnished to applicants. Criteria used to evaluate applications and grant financial assistance may include, but are not limited to, the following:
- (a) Loan to value ratio;
 - (b) Debt coverage ratio;
 - (c) Replacement and operating cost reserves;
 - (d) Property condition, appraisal and market analysis; and
 - (e) Owner capability and credit requirements.
- 9404.7 Financial assistance will be limited to amounts needed as determined by DCHA to finance or reimburse the eligible project costs.
- 9404.8 After a determination is made to grant financial assistance, current tenants of dwelling units receiving financial assistance must be eligible to receive a Housing Choice Voucher.
- 9404.9 Except as otherwise set forth in the applicable announcement, current tenants of the property holding Housing Choice Vouchers must not be permanently displaced as a result of the project.
- 9405 CONDITIONS TO CLOSINGS**
- 9405.1 Prior to closing on financial assistance, the owner shall meet to the satisfaction of DCHA or its designee all conditions of the conditional commitment of DCHA and other requirements of this Chapter and the applicable announcement.
- 9405.2 Each owner shall agree in writing to permit all inspections of the property and property records as DCHA or its designee deems necessary to ensure the quality of rehabilitation work and compliance with applicable laws during the construction period.
- 9405.3 Owner shall demonstrate to the satisfaction of DCHA or its designee that the project was completed in accordance with applicable law and the plans and specifications for the rehabilitation work approved by DCHA or its designee and the dwelling units are re-occupied or occupied by tenants holding Housing Choice Vouchers.

9405.4 Owner shall execute and agree to be bound by an AHAP Contract, which, among other things, sets forth the terms and conditions of the HAP Contract.

9499 **DEFINITIONS** When used in this Chapter, the following words or phrases shall have the meanings ascribed:

AHAP Contract – Agreement to Enter into Project-Based Housing Choice Voucher Program Housing Assistance Payments Contract entered into by DCHA and owner with respect to the property in accordance with the Partnership Program.

Announcement – one or more announcements that may periodically be made by DCHA of the availability of financial assistance under this Chapter.

Applicable laws – federal and District of Columbia laws and regulations of the District of Columbia, DCHA or HUD in effect and applicable to DCHA, the owner or the property, as such laws and regulations, as the same may periodically be amended, modified, supplemented or replaced.

Dwelling unit – residential space in existing rental housing that qualifies under the laws of the District of Columbia as a place of habitation or abode for a family, including an apartment or house that contains a living room, kitchen area, sleeping area consisting of 2 or more bedrooms, and bathroom(s). Dwelling units shall not include any units occupied or to be occupied by the owner or any family member of the owner.

Energy conservation improvement – equipment or improvements which, as determined by DCHA, enhance the energy efficiency of the property, reduce energy consumption at the property or are otherwise consistent with the energy conservation policy of HUD or DCHA.

Financial assistance – loans or grants offered periodically by DCHA pursuant to this Chapter.

HAP Contract – Project-Based Housing Choice Voucher Program Housing Assistance Payments Contract entered into by DCHA and owner with respect to the property in accordance with the Partnership Program.

Housing Choice Voucher – a voucher for tenant-based assistance made available by or on behalf of HUD pursuant the Section 8 of the United States Housing Act of 1937, as amended.

Housing Quality Standards or HQS – the housing quality standards promulgated by HUD and set forth in Section 982.401 of Title 24 of the Code of Federal Regulations, as such standards may periodically be amended, modified, supplemented or replaced by HUD.

HUD – the United States Department of Housing and Urban Development.

Owner – one or more individuals, corporations, partnerships, limited liability companies or other privately-controlled legal entities that hold valid legal title to the property.

Partnership Program - Partnership Program for Affordable Housing of DCHA established pursuant to Chapter 93 of this Title 14 of the Code of District of Columbia Municipal Regulations, as the same may periodically be amended, modified, supplemented or replaced by DCHA

Project – (a) rehabilitation or renovation necessary, as determined by DCHA, to make dwelling units in the property comply with UFAS; (b) rehabilitation or renovation to construct or install energy conservation improvements in the property to enhance the energy conservation or efficiency of the dwelling units as determined by DCHA; or (c) repairs to the property necessary, as determined by DCHA, to correct or remove any violations of HQS including repair of specific conditions which could result in future violations of HQS occurring within five (5) years of the date of approval of the application for financial assistance.

Property – the improvements receiving financial assistance.

Rehabilitation work – renovation, rehabilitation, installation or repair of and to the property.

Uniform Federal Accessibility Standards or UFAS – the accessibility standards made applicable to public housing by HUD for purposes of complying with Section 504 of Rehabilitation Act of 1977, as amended, currently set forth in Sections 8.3, 8.32 and Appendix A to Section 40 of Title 24 of the Code of Federal Regulations, as the same may periodically be amended, modified, supplemented or replaced.

All persons desiring to comment on the subject matter of this rulemaking should file comments in writing no later than thirty (30) days after the publication of this Notice in the D.C. Register. Comments should be filed with the Office of the General Counsel, DCHA, 1133 North Capitol Street, NE, Suite 210, Washington, DC 20002-7599; copies of these rules may be obtained from DCHA at that same address. Alternatively, copies of the rules can be requested from and comments can be sent to Jean Everett, Senior Counsel, Office of the General Counsel, District of Columbia Housing Authority, at JEverett@dchousing.org.

PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA
1333 H STREET, N.W., 2nd FLOOR, WEST TOWER
WASHINGTON, D.C. 20005

NOTICE OF PROPOSED RULEMAKING

**FORMAL CASE NO. 945, IN THE MATTER OF THE INVESTIGATION INTO
ELECTRIC SERVICE MARKET COMPETITION AND REGULATORY PRACTICES,**

AND

**FORMAL CASE NO. 1017, IN THE MATTER OF THE DEVELOPMENT AND
DESIGNATION OF STANDARD OFFER SERVICE IN THE DISTRICT OF
COLUMBIA**

1. The Public Service Commission of the District of Columbia ("Commission") hereby gives notice, pursuant to Section 2-505 of the District of Columbia Official Code, of its intent to act upon the proposed tariff of the Potomac Electric Power Company ("PEPCO" or "Company")¹ in not less than 30 days from the date of publication of this Notice of Proposed Rulemaking ("NOPR") in the *D.C. Register*.

2. In its filing, PEPCO proposes to increase the RETF surcharge rider by \$0.00021 from \$0.00090 to \$0.00111.² PEPCO asserts that the proposed increase represents that portion of the surcharge that the Company "agreed to fund through August 7, 2007 pursuant to the settlement agreement approved by the Commission in Order No. 12395" issued in Formal Case No. 1002.³ Specifically, PEPCO proposes to amend the following five (5) tariff pages:

**ELECTRICITY TARIFF, P.S.C.-D.C. No. 1
Thirty-Fifth Revised Page No. R-1
Thirty-Fifth Revised Page No. R-2
Twenty-Eighth Revised Page No. R-2.1
Fourth Revised Page No. R-2.2
Seventh Revised Page No. R-26**

3. This filing may be reviewed at the Office of the Commission Secretary, 1333 H Street, N.W., Second Floor, West Tower, Washington, D.C. 20005, between the hours of 9:00 a.m. and 5:30 p.m., Monday through Friday. A copy of the proposed tariff amendment is available upon request, at a per-page reproduction cost.

¹ *Formal Case No. 945, In The Matter Of The Investigation Into Electric Service Market Competition And Regulatory Practices, and Formal Case No. 1017, In the Matter of the Development and Designation of Standard Offer Service in the District of Columbia*, Letter from Anthony C. Wilson, Associate General Counsel, PEPCO Holdings Inc., to Dorothy Wideman, Secretary, Public Service Commission of the District of Columbia (Aug. 15, 2007).

² *Id.*

³ *Id.*; see *Formal Case No. 1002, In the Matter of the Joint Application of PEPCO and the New RC, Inc. for Authorization and Approval of Merger Transaction*, Order No. 12395, rel. May 1, 2002, at 3, 5, and 60.

4. Comments on PEPCO's proposed tariff must be made in writing to Dorothy Wideman, Commission Secretary, at the above address. All comments must be received within 30 days of the date of publication of this NOPR in the *D.C. Register*. Persons wishing to file reply comments may do so no later than 45 days of the date of publication of this NOPR in the *D.C. Register*. Once the comment period has expired, the Commission will take final rulemaking action on PEPCO's filing.

DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

NOTICE OF PROPOSED RULEMAKING

DOCKET NUMBER 07-36-TS

The Director of the Department of Transportation, pursuant to the authority in sections 3, 5(3), and 6 of the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02, 50-921.04(3) and 50-921.05), and sections 6(a)(1), 6(a)(6) and 6(b) of the District of Columbia Traffic Act, approved March 3, 1925 (43 Stat. 1121; D.C. Official Code § 50-2201.03(a)(1), (a)(6) and (b)), hereby gives notice of the intent to amend Chapter 40 of the Vehicle and Traffic Regulations (18 DCMR). Final rulemaking action shall be taken in not less than thirty (30) days from the date of publication of this notice in the D.C. Register.

The following rulemaking action is proposed:

Title 18 DCMR, Section 4004, ONE-WAY STREETS, Subsection 4004.1, (a) Northwest Section, is amended by adding the following to the list of locations where traffic is restricted to one direction of travel:

“On Decatur Street, N.W., between 13th Street and Arkansas Avenue, for eastbound traffic only”.

Title 18 DCMR, Section 4008, “STOP SIGNS, Subsection 4008.1, (a) Northwest Section, is amended by deleting the following from the list of locations where STOP signs are placed:

“On westbound Decatur Street, N.W., so as to stop at Arkansas Avenue”.

All persons interested in commenting on the subject matter in this proposed rulemaking action may file comments in writing, not later than thirty (30) days after the publication of this notice in the D.C. Register, with the Department of Transportation, Traffic Services Administration, 2000 14th Street, N.W., 7th Floor, Washington, D.C. 20009 (Attention: Docket No. 07-36-TS). Copies of this proposal are available, at cost, by writing to the above address.

DEPARTMENT OF TRANSPORTATION

NOTICE OF PROPOSED RULEMAKING

The Director of the D.C. Department of Transportation pursuant to the authority set forth in section 5 of the Department of Transportation and Department of Consumer and Regulatory Affairs Vending Consolidation of Public Space and Licensing Authorities Temporary Amendment Act of 2006, effective March 8, 2007 (D.C. Law 16-252; 54 DCR 631), (the "Act"), or any similar succeeding legislation, gives notice of his intent to adopt the following rule to amend Title 24, DCMR § 225.1 in not less than thirty (30) days from the date of publication of this notice in the D.C. Register. The proposed amendment will establish fees for the rental of public space by sidewalk vendors. Notice of this proposed fee was mailed to each person who received a permit to vend on public space.

Pursuant to section 5 of the Act, this proposed rule will be submitted to the Council of the District of Columbia for a thirty (30) day review period. This rule will become effective upon Council approval and publication in the D.C. Register.

Title 24 DCMR § 225.1 Temporary Occupation of Public Space is amended by adding the following fee:

Vending	
Annual Permit to rent sidewalk space for vending	\$800

All persons interested in commenting on the subject matter in this proposed rulemaking action may file comments in writing, not later than thirty (30) days after the publication of this notice in the D.C. Register, with Ann Simpson-Mason, Associate Director, District Department of Transportation, 2000 14th Street, N.W., 5th Floor, Washington, D.C. 20009.