

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE DISTRICT OF COLUMBIA HOUSING AUTHORITY

**DISTRICT OF COLUMBIA HOUSING AUTHORITY
VOLUNTARY
COMPLIANCE AGREEMENT**

INDEX

	<u>Page(s):</u>
I. Introduction.....	1-2
II. Definitions.....	2-4
III. General Provisions.....	4-5
IV. Specific Provisions.....	5-13
A. Voluntary Compliance Administrator.....	5-6
B. ADA/Section 504 Coordinator.....	6
C. Employee Notification.....	6-7
D. Policies and Procedures.....	7-9
1. Admissions and Occupancy Policy (AOP).....	7
2. Apartment Assignment and Transfer Policy.....	7-8
3. Emergency Procedures.....	8
4. Grievance Procedures.....	8
a. Public Housing Applicants and Residents.....	8
b. Housing Choice Voucher.....	8
E. Effective Communication.....	8-9
F. Publication and Notice	9
G. Reasonable Accommodation and Modification Rate.....	9-12
H. Employee Education.....	12-13
V. Reporting Requirements.....	13-16
VI. Recordkeeping Requirements.....	16
VII. Implementation, Monitoring & Enforcement.....	17
VIII. Effect of Non-Compliance with this Agreement.....	17-18
IX. Signatures.....	19

**DISTRICT OF COLUMBIA HOUSING AUTHORITY
VOLUNTARY COMPLIANCE AGREEMENT**

LIST OF APPENDICES

<u>Appendix</u>	<u>Description</u>	<u>Page(s)</u>
A	DCHA List of Properties.....	1
B	Accessibility Standards [UFAS and ADA Standards].....	2
C	Public Housing Transfer Policy Amendments.....	7
D	DCHA Emergency Procedures.....	8
E	DCHA Public Housing Grievance Procedures.....	8
F	DCHA Housing Choice Voucher Grievance Procedures.....	8
G	DCHA Reasonable Accommodation Policy.....	9, 14

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE DISTRICT OF COLUMBIA HOUSING AUTHORITY

I. INTRODUCTION

The District of Columbia Housing Authority (DCHA) owns, operates, or controls a public housing program consisting of housing and non-housing programs that include common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs, and day care facilities. (List of Properties, attached as Appendix A). DCHA receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD or Department) has funded DCHA's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants. Also, DCHA operates a Housing Choice Voucher (HCV) program that receives financial assistance from HUD.

DCHA is subject to Federal civil rights laws and regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)²; Title II of the Americans with Disabilities Act of 1990 (ADA)³; the Fair Housing Act of 1968, as amended (Fair Housing Act)⁴; the Architectural Barriers Act of 1968⁵, and the respective implementing regulations for each Act. See also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of DCHA's Annual Contributions Contract (ACC) with HUD.

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

² 42 U.S.C. §§ 5301 et seq.; 24 C.F.R. §§ 570.601 and 570.602.

³ 42 U.S.C. §§ 12101 et seq.

⁴ 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

⁵ 42 U.S.C. §§ 4151-4157.

During the week of July 23, 2001, the Department conducted a review of DCHA's compliance with a Voluntary Compliance Agreement executed between DCHA and HUD in May 1995 (1995 VCA). During the course of that review, HUD discovered several deficiencies with regard to policies and procedures not addressed in the 1995 VCA. For this reason, on September 26, 2001, the Department issued a joint Letter of Findings of Non-Compliance (LOF) with the 1995 VCA and Preliminary LOF of Non-Compliance with Section 504 and the Americans with Disabilities Act as to the violations not previously addressed. On October 16, 2001, DCHA provided its response to HUD's September 26 preliminary LOF. On October 26, 2001, HUD's preliminary LOF became a final letter of non-compliance. This Voluntary Compliance Agreement (VCA or Agreement) voluntarily resolves the findings of non-compliance with the applicable civil rights statutes and regulations not addressed in the 1995 VCA. Issues pertaining to the 1995 VCA are resolved in an Agreement Amending and Restating 1995 Voluntary Compliance Agreement (Amended Agreement), simultaneously executed.

II. DEFINITIONS

- Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. See Appendix B for the UFAS and ADA Standards.
- Accessible Route – A continuous, unobstructed UFAS compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and 28 C.F.R. § 35.151. An accessible route must connect dwelling units and essential non-housing programs. (See definition of “Dwelling Unit” and “Essential Non-Housing Programs” below).
- Adaptable – The ability of certain elements of a dwelling unit, such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability.
- DCHA – The officers, directors, agents (including contractors), employees, and successors or assigns of the District of Columbia Housing Authority.
- Dwelling Unit – A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.
- Essential Non-Housing Programs – The receipt of mail, trash disposal, management office and laundry facility, to the extent provided at a particular project or building, are for the purposes of this Agreement, deemed essential non-housing programs and must be accessible where conversion rate units are found. Accessibility for essential non-housing programs can be achieved through reasonable accommodations when structural alterations are impracticable, would create an undue administrative and financial burden, or are beyond the control of DCHA.

- Inter-Project Transfer – A transfer from a dwelling unit in one DCHA project to a dwelling unit in another DCHA project.
- Intra-Project Transfer – A transfer from one dwelling unit to another within the same DCHA project.
- Modification Rate Unit – A dwelling unit that has accessible or adaptable features that meet the needs of a particular tenant or applicant with a physical impairment, but does not fully conform with UFAS. To qualify as a modification rate unit, the unit must also be on an accessible route only if: (1) the tenant requests it; (2) compliance with the request would constitute a reasonable accommodation; and, (3) compliance with the request would not be structurally impracticable or create an undue financial and administrative burden.
- Non-Housing Programs - All or any DCHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A non-housing program includes, but is not limited to, common areas, entrances, elevators, the main and regional DCHA offices, management offices, community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, and trash disposal. Furthermore, non-housing programs include any aid, benefit or service provided by DCHA, policies, administrative procedures, services, and non-tangible matters the operation of which contribute to the application for housing, full enjoyment of housing, and full participation in DCHA’s housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and non-housing programs, they fall within the provisions of both this Agreement and the Amended Agreement.
- Person With a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or is regarded as having such an impairment. 24 C.F.R. § 8.3.
- Project – The whole of one or more DCHA-owned residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
- Reasonable Accommodation – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, or facility that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.
- Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. UFAS § 3.5.

III. GENERAL PROVISIONS

- A. This Agreement applies to all federally-funded projects, related facilities, and programs or activities that DCHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor, as well as DCHA's administration of the Housing Choice Voucher Program. This Agreement applies also to the portions of HOPE VI revitalization projects under DCHA's control, the public housing units in mixed financing as well as to public housing managed by Resident Management Corporations and converted to assisted living facilities.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of DCHA and HUD. This Agreement shall remain in effect until DCHA has satisfactorily completed the provisions set forth in Sections IV of this Agreement. The Department will monitor DCHA's implementation of this Agreement and may amend the Agreement based on DCHA's performance.
- C. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 109, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- D. This Agreement does not affect the ability of HUD or DCHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- E. 1. Upon execution, this Agreement is a public document. A copy of this Agreement shall be made available to any person for their review in accordance with the law. DCHA shall provide a copy of this Agreement to any person upon request. DCHA shall also provide a copy of this Agreement to each Project Manager and duly elected Resident Council, Resident Management Corporation, or agency-wide resident organization.
2. DCHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with DCHA's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- F. Except as set forth in Section VIII of this Agreement, to the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding DCHA's obligations, responsibilities, or technical requirements, under Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act, and/or Section 109 conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- G. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.

H. This Agreement does not affect any requirement for DCHA to comply with all requirements of Section 504 and the Fair Housing Act not addressed in this Agreement.

IV. SPECIFIC PROVISIONS

A. **Voluntary Compliance Administrator**: No later than forty-five (45) days from the effective date of this Agreement, DCHA shall establish an Office of Voluntary Compliance with a Voluntary Compliance Administrator (“the Administrator”) and designate or hire appropriate staff to support this Office. The Administrator shall be responsible for coordinating all compliance activities under this Agreement. DCHA shall expeditiously provide HUD with the position description for its review and concurrence. DCHA will invite a representative of HUD to participate in the interview panel by providing input and technical assistance. The Administrator will report directly to the Executive Director of DCHA. There shall be an Administrator for the duration of the VCA.

1. The Administrator will be responsible for: (1) implementation of the provisions of this Agreement, and the Amended Agreement, and the submission of all reports, plans and records as required by these agreements; and (2) coordination of the activities of DCHA personnel who will assist the Administrator in implementing both this Agreement and the Amended Agreement. DCHA shall assign sufficient staff to report to the Administrator so that he/she can successfully accomplish these objectives.

2. In the event that the Administrator resigns or is otherwise terminated prior to the expiration of this VCA or the Amended Agreement, DCHA shall expeditiously select a new Administrator with HUD’s concurrence. DCHA shall immediately notify the Department in writing as to any changes of the Administrator.

3. Within fourteen (14) days of a vacancy, DCHA shall provide HUD with the name of the individual selected to serve as the Acting Administrator and obtain HUD’s concurrence prior to the appointment.

B. **ADA/Section 504 Coordinator**

1. Upon the execution of this Agreement, DCHA shall immediately commence appropriate procedures to designate or employ a qualified ADA/Section 504 Coordinator. The ADA/Section 504 Coordinator must have prior relevant experience to demonstrate expertise and knowledge about Section 504, the Fair Housing Act, the ADA, the Architectural Barriers Act, and the relevant accessibility standards. DCHA shall provide HUD with the position description for its review and concurrence. DCHA will invite a representative of HUD to participate in the interview panel by providing input and technical assistance.

2. Upon the execution of this Agreement, DCHA shall designate an employee to serve as the Acting ADA/504 Coordinator, subject to HUD’s concurrence, who shall serve for a

period of not more than forty-five (45) days. DCHA shall simultaneously commence appropriate procedures for the hiring, not later than one-hundred and twenty (120) days from the execution of this Agreement (or such additional time that HUD may approve), of an individual with the specified qualifications as a permanent employee, provided however, that if a permanent selection is not made within forty-five (45) days, DCHA shall, with HUD's concurrence, contract with, or otherwise designate, an individual to serve until the permanent ADA/504 Coordinator is hired.

3. In the event that the ADA/504 Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement or the Amended Agreement, DCHA shall expeditiously select a new Coordinator with HUD's concurrence. DCHA shall immediately notify the Department in writing as to any changes of the Coordinator.

4. Within fourteen (14) days of a vacancy, DCHA shall provide HUD with the name of the individual selected to serve as the Acting Coordinator and obtain HUD's concurrence prior to the appointment

C. **Employee Notification**

Within forty-five (45) days of the effective date of this Agreement, the Executive Director shall distribute a letter to all current DCHA employees, including contractors. The letter will address: (1) DCHA's responsibilities to comply with civil rights laws and regulations set forth in Section I of this Agreement; (2) DCHA's responsibility to provide reasonable accommodations to persons with disabilities; and (3) provide a comprehensive explanation of reasonable accommodations. In addition, each new employee, including contractors, will receive a copy of this letter within ten (10) days of their entry date. DCHA shall retain a copy of each employee's and contractor's signed statement in his or her personnel file for the duration of this Agreement and be subject to inspection by HUD for the duration of this Agreement.

D. **Policies and Procedures.**

1. **Admissions and Occupancy Policy (AOP):**

DCHA will amend its Five Year Plan for Fiscal Years 2000-2004 and Annual Plan for Fiscal Year 2002 and prepare its Annual Plans for succeeding years to include and reflect all requirements of this Agreement and the Amended Agreement. DCHA will amend its AOP to contain cross-references to DCHA's Reasonable Accommodation, Transfer and Grievance Policies as published in the District of Columbia Municipal Register. These Amendments to the AOP will be made and implemented according to the following timetable:

- a. Within thirty (30) days of the execution of this Agreement, DCHA shall submit its proposed amendments to AOP for HUD's review. HUD will approve or modify the amendments to the AOP within ninety (90) days of receipt.

b. Within ninety (90) days of HUD's approval of the AOP amendments, the DCHA's Board of Commissioners (Board) must approve the revised HUD-approved AOP amendments provided, however, that DCHA shall assess any public comments made in accordance with the District of Columbia Administrative Procedure Act and any revisions to the amendments by the Board resulting therefrom shall be subject to HUD's concurrence.

2. **Apartment Assignment and Transfer Policy**

- a. These requirements apply to DCHA's public housing program.
- b. Within ninety (90) days of the execution of this Agreement, DCHA's Board shall adopt and implement the apartment assignment and transfer policy amendments set forth in Appendix C, provided however, that DCHA shall assess any public comments made in accordance with the District of Columbia Administrative Procedure Act and any revisions to the amendments by the Board resulting therefrom shall be subject to HUD's concurrence.

3. **Emergency Procedures**

DCHA shall implement the revised emergency procedure set forth in Appendix D, with full implementation completed within ninety (90) days.

4. **Grievance Procedures**

- a. **Public Housing Applicants and Residents.** Within ninety (90) days of the execution of this Agreement, DCHA's Board shall adopt and implement the amendments incorporated into the grievance procedure as set forth in Appendix E, provided however, that DCHA shall assess any public comments made in accordance with the District of Columbia Administrative Procedure Act with any revisions by the Board subject to HUD's concurrence.
- b. **Housing Choice Voucher Applicants and Participants.** Within ninety (90) days of the execution of this Agreement, DCHA's Board shall adopt and implement the grievance procedure as set forth in Appendix F, provided however, that DCHA shall assess any public comments made in accordance with the District of Columbia Administrative Procedure Act and any revisions by the Board resulting therefrom shall be subject to HUD's concurrence.
- c. These grievance procedures are not intended to supersede an individual's right to initiate a claim or seek relief under Section 504, Section 109, Title II of the ADA, the Fair Housing Act, or any other Federal, State, or local civil rights statute(s). These particular grievance procedures are not intended to supersede DCHA's Lease and Grievance procedures for other matters unrelated to the aforementioned statutes.

E. **Effective Communication**

1. DCHA shall take appropriate steps to ensure effective communication with applicants, residents, and members of the public. DCHA shall furnish appropriate auxiliary aids where necessary to afford an individual with disabilities an equal opportunity to participate in DCHA's housing programs. In determining what auxiliary aids are necessary, DCHA shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of DCHA's programs or activities, or an undue financial and administrative burden.
2. Within ninety (90) days of the effective date of this Agreement, DCHA shall adopt and implement procedures to ensure that interested persons, including persons with hearing or visual disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities. 24 C.F.R. § 8.6.

F. Publication and Notice

Within the first thirty (30) days after the effective date of the Agreement, DCHA shall disseminate to each head of household a notice that provides a description of this Agreement, the grievance procedures, transfer procedures, a brief explanation of the reasonable accommodation policy and the letter they will be receiving pursuant to Section G below. The notice will be disseminated through a variety of forums such as flyers, brochures, posters or resident council meetings. For the period of this Agreement, DCHA shall annually publish a refresher notice to each head of household. Each applicant will be provided a copy of the most current notice. If a resident or applicant requires the notice in an alternate format, it must be provided in a format appropriate for the communication skills of the person.

G. Reasonable Accommodation and Modification Rate

1. Within ninety (90) days of the execution of this Agreement, DCHA's Board shall adopt and implement the Reasonable Accommodation Policy, attached as Appendix G, provided however, that DCHA shall assess any public comments made in accordance with the District of Columbia Administrative Procedure Act and any revisions proposed by the Board resulting therefrom shall be subject to HUD's concurrence.
2. Within fifteen (15) days from the execution of this Agreement, HUD shall provide DCHA with a sample reasonable accommodation letter and, within twenty (20) days thereafter, DCHA will submit its draft letter to HUD. HUD will approve or modify the letter within ten (10) days of receiving DCHA's draft. DCHA will expeditiously send the approved letter by U.S. Mail, first class postage pre-paid, to all head of households. The letter shall:
 - a. Advise residents of their right to request reasonable accommodations including accessible features, at DCHA's expense consistent with DCHA's pending Reasonable Accommodations policy, and request information on their need for accessible features or fully accessible units. DCHA shall offer these tenants the option of remaining in the unit while DCHA makes reasonable accessibility modifications; or of waiting to

transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant.

- b. Advise residents that if they previously made reasonable accommodations including accessible features with their personal funds, they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications do not apply to previously made reasonable accommodations. In addition, the letter will request information, including supporting documentation, regarding accessibility features that the resident made with their personal funds.
- c. Provide a mechanism for answering tenant questions pertaining to the letter.
- d. Request that residents reply in writing within thirty (30) days of the date of the letter and notify them that assistance with preparing a written response will be provided if needed as a reasonable accommodation. DCHA will date-stamp all replies when received.

3. Within sixty (60) days of the resident reply date required in Section G (2)(d), DCHA shall provide HUD with a consolidated list of residents who have requested accommodations and/or an accessible unit by responding to the letter referenced in Section G (2) above, or who indicated a need for an accessible feature in their response to DCHA's 2001 survey of tenants. The list will reflect any preference indicated by a resident for remaining in the unit during modification or transfer to an alternate, accessible unit, and will preliminarily designate the requested accommodation as a minor or moderate/major modification for planning purposes pursuant to Sections G (4)(b) and (c) below. For purposes of this agreement, minor modifications are defined as modifications with an estimated cost of \$500.00 or less. Nothing in the timeframe for preparing the consolidated list shall prevent DCHA from commencing making requested modifications or supersedes the modification requirement timetable set forth in Section 4(b) below.

4. Numerical Modification Requirements and Timetable:

- a. DCHA shall provide requested modifications to the dwelling units by providing accessible/adaptable features pursuant to residents' reasonable accommodation requests. The number of resident households accommodated per quarter shall be referred to as the "modification rate." The routes to the dwelling units and the accompanying essential non-housing programs shall be made accessible as per the reasonable accommodation requests of a particular resident, unless doing so is structurally impracticable or would impose an undue administrative and financial burden.
- b. DCHA shall provide requested modifications to the dwelling units of at least seventy-five (75) households per quarter for minor modifications.
- c. Within ninety (90) days of the resident reply date in Section G (2) (d) of this Agreement, DCHA will develop a plan for moderate/major modifications identified

in Section G (4) above. DCHA's moderate/major modification plan, including projected completion dates, will be submitted to HUD for its review and approval.

- d. During the first year after the effective date of this Agreement, HUD shall meet quarterly with DCHA to review DCHA's progress in accommodating its households with disabilities. HUD shall identify the number of tenant households whose accommodation requests have not been met by DCHA and may adjust the quarterly modification rate and/or plan to address these needs.
- e. Thereafter, the modification rate will be reviewed annually based upon current budgetary, contracting, and turnover conditions as well as actual funding, required work, and other mandates and emergencies. The annual review will take place in the context of HUD's review of DCHA's Capital Fund Program "Annual Plan," or any successor annual capital funding program, that has to be approved before any modernization funds can be distributed to DCHA. If DCHA believes that the accommodation per quarter rate agreed upon as per Sections G 4(b) and (c) should be reevaluated during the annual review process, DCHA shall notify HUD in writing of the reason(s) it seeks an adjustment of the rate. If HUD disputes DCHA's request for an adjustment or needs more time to evaluate DCHA's request, HUD shall notify DCHA of such within the timeframes for HUD's review of the "Annual Plan." HUD will retain cumulatively not more than five percent (5%) of DCHA's most recent Annual Capital Fund Program awards through the Letter of Credit Control System (LOCCS) during resolution of any dispute related to the conversion or modification rates. HUD shall negotiate in good faith any reasonable request for an adjustment of the modification rate.
- f. If at any other time of the year, DCHA has cause to believe that it will not be able to meet the modification rate for a particular quarter, DCHA shall notify HUD in writing of the reasons and provide supporting documentation. HUD will review the notification and documentation.
- g. DCHA may terminate its efforts to meet the quarterly modification rate after: (1) DCHA has offered to provide accessible/adaptable features to all households identified on the Consolidated List submitted to HUD pursuant to Section G (3) above; and (2) has either accommodated the households or documented one of the following: (a) a tenant's desire not to have modifications made to his/her dwelling units in accordance with a form approved by HUD; (b) DCHA's attempt to provide modifications that a tenant requested and the tenant's refusal to accept the proffered modifications or provide DCHA access to make the modifications; (c) a tenant's request for an accommodation was not reasonable and one or more alternative(s) were offered or provided by DCHA; or (d) a need for an accommodation does not exist.
- h. After DCHA meets its requirements as set forth in paragraph g, above, it shall continue to meet the needs of its residents and eligible applicants who request reasonable accommodations.

- i. DCHA must maintain its policies and procedures, collect and retain needs information on an ongoing basis, prepare reports to support its own performance assessment, and review policies and procedures periodically to ensure that the program continues to be accessible under Section 504 and the ADA. If at any time DCHA has cause to believe that it will not be able to meet this requirement, it must notify HUD, in writing, of its reasons and provide supporting documentation.
5. Within ninety (90) days of the execution of this Agreement, DCHA will submit a non-housing program accessibility plan for HUD approval. This plan must include accessible transportation if transportation is or must be provided to take residents with disabilities (and their accompanying family members and friends without disabilities) to accessible facilities or activities.

H. **Employee Education**

1. **Current Employees:** Within ninety (90) days from the effective date of this Agreement, DCHA shall develop an educational program with a written curriculum, objectives, and training schedule for all employees, including principal and administrative staff, regional and development managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees who have contact with applicants or residents. The purpose of the program will be to inform them of DCHA's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.
2. **New Employees:** DCHA shall develop an educational program to be provided to all appropriate new employees in the positions identified in Section H (1) above, within sixty (60) days of their entry date of service with DCHA to inform them of DCHA's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.
3. DCHA shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of or in consultation with persons with expertise in training and in addressing the needs of persons with disabilities. DCHA shall provide HUD with copies of the proposed curricula and training materials for technical assistance and concurrence.
4. DCHA's Board of Commissioners will participate in training and DCHA will encourage the Residents' Council to participate in the training.
5. DCHA shall maintain attendance logs for the training sessions with the VCA Administrator for the period of this Agreement.

6. DCHA shall provide a quarterly report to HUD that includes a Summary of progress toward developing the training programs and the dates that training was conducted. With each date, DCHA will indicate the number of persons trained and the general subject matter of the training.

V. REPORTING REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a government recognized holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials should be directed to the following: Mr. James Black, FHEO Site Director, and Mr. Lee Palman, Public and Indian Housing, U.S. Department of Housing and Urban Development, District of Columbia Office, 820 First Street NE, Washington, DC 20002-4255.
- C. Within one hundred twenty (120) days of the resident reply date required under Section G (2)(d), DCHA shall provide a list of residents requesting reimbursement, the amount requested, the disposition of each request, and the amount paid.
- D. DCHA agrees to provide any assistance required by HUD in reviewing DCHA's machine-readable files, including but not limited to, explanations of file layouts. After each quarterly annual re-certification period in the 2002 annual re-certification cycle, DCHA shall report and provide supporting documentation to HUD as follows:
 1. The number of resident households with a person with a disability which requested a modification or accommodation through the annual re-certification cycle or other methods. The information will be derived from the residents' completed form found at Appendix G. The report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."
 2. The number of resident households with a person with a disability whom DCHA has accommodated in the quarterly period, indicating the name, telephone number and address of each resident household accommodated, the accommodation requested, and the accommodation provided. This report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."
 3. The number of resident households with a person with a disability whom DCHA has attempted to accommodate and was unable to obtain permission to enter the dwelling unit in the quarterly period, indicating the name, telephone number and address of each resident household that DCHA attempted to provide with a reasonable accommodation, the accommodation requested, and the dates upon which DCHA attempted to provide the requested accommodation. This report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."

4. The number of resident households with a person with a disability who have indicated through the annual re-certification cycle that they are not interested in an accommodation at that time. The information will be derived from the residents' completed forms provided for in DCHA's Reasonable Accommodation Policy. The report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."
5. The number of resident households with a person with a disability who have been accommodated through an intra-project transfer of these resident households' names, former DCHA addresses, and current telephone numbers and DCHA addresses. The report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."
6. The number of resident households with a person with a disability who have been accommodated through an inter-project transfer of these resident households, names, former DCHA addresses, and current telephone numbers and DCHA addresses. The report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."
7. The number of resident households who reported that they had a person with a disability during the annual re-certification cycle, but do not have a person with a disability, as determined during the annual re-certification eligibility interviews. The report should indicate the resident households' names, telephone numbers, and addresses. The report must be in a format compatible with HUD's most current automated data processing system (software and hardware) that is compatible with "Office 2000."

E. **List of all Plans, Policies, Reports & Documents**

1. Employee Notification Letter [Section IV. C.]
2. Admissions and Occupancy Policy Amendments [Section IV.D.1 (a)]
3. Public Housing Transfer Policy Amendments [Section IV. D. 2]
4. Emergency Procedures [Section IV. D. 3]
5. Public Housing Grievance Procedures [Section IV. D. 4]
6. Housing Choice Voucher Grievance Policy [Section IV. D. 4]
7. Effective Communication Policy [Section IV. E]
8. Notice to Residents [Section IV. F]

9. Reasonable Accommodation Policy [Section IV. G]
10. HUD's Sample Reasonable Accommodation Letter [Section IV. G]
11. Draft Reasonable Accommodation Letter [Section IV-G]
12. List of Residents Requesting Modifications [Section IV. G. 3]
13. Moderate/Major Modification Plan [Section IV.G. 4(c)]
14. Non-Housing Program Accessibility Plan [Section IV G (5)]
15. Educational Program Plan [Section IV. H (1)]
16. List of residents requesting reimbursements [Section V E]
17. Training report [Section IV. H (6)]

VI. RECORDKEEPING REQUIREMENTS

A. During the term of this Agreement, DCHA shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing or Housing Choice Voucher assistance and the manner in which each applicant is resolved.

B. During the term of this Agreement, DCHA shall maintain all DCHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to DCHA's implementation of the Section 504 and ADA requirements of this Agreement.

C. During the term of this Agreement, DCHA shall maintain files on all applicants for its House Choice Voucher Program, including applications for the Housing Choice Voucher Program; worksheets used to determine program eligibility; correspondence; requests for reasonable accommodations; notices and letters to applicants concerning their application for eligibility and the issuance of a Housing Choice voucher and the success (measured by the number of families issued certificates/vouchers for whom a Housing Assistance Payments contact is executed); and the disability status of families in finding housing.

D. During the term of this Agreement, DCHA shall maintain files containing documentation of reasonable accommodation and modification efforts.

E. DCHA shall maintain copies of all claims, investigative records, requests for accommodations and its review materials and documents related to those requests, and

grievance process materials during the duration of this Agreement. Beginning one (1) year after the effective date of the Agreement, DCHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, DCHA also will make these records available for inspection to appropriate Department employees.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor DCHA's implementation of this Agreement. At its discretion, HUD may convene meetings with DCHA's Executive Director, Voluntary Compliance Administrator, ADA/Section 504 Coordinator, or other DCHA personnel, with notice to the Executive Director, to discuss progress with implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that DCHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce that provision by any contractual, statutory or regulatory remedy available to HUD.
- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of DCHA under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. The Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
 - 1. Any act(s) or omission(s) of a DCHA employee who violates the terms of this Agreement may serve as grounds for HUD imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
 - 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD declaring a breach of the annual contributions contract (ACC) with respect to some or all of DCHA's functions.
 - 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD withholding some or all of DCHA's Capital Fund Program funding from HUD. 24 C.F.R. § 968.335.
 - 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny DCHA high performer status. 24 C.F.R. § 901.115(e).
 - 5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.

6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.

7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

B. The acts set forth in this Section VIII are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

For the District of Columbia Housing Authority:

Russell Simmons, Chairman
Board of Commissioners

Date

For the U.S. Department of Housing and Urban Development:

David H. Enzel, Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and Equal Opportunity

Date

For the U.S. Department of Housing and Urban Development:

Cheryl Teninga, Acting Deputy Assistant Secretary for
Public and Assisted Housing Delivery
Office of Public and Indian Housing

Date

APPENDIX A

**District of Columbia Housing Authority
List of Properties**

A. Capper Family
A. Capper Sr.
Barry Farms
Benning Terrace
Capitol View Plaza/Sr.
Carroll Apts
Carrolsburg Dwelling
Claridge Towers
Colorado Apartments
Columbia Road
Eastgate Gardens
Edgewood Terrace
Elvans Road
Fort Dupont Addition
Fort Dupont Dwelling
Fort Lincoln
Frontiers
Garfield Terrace
Greenleaf Additions
Greenleaf Extension
Greenleaf Gardens
Greenleaf Senior
Harvard Towers
Henson Ridge
Highland Additions
Highland Dwellings
Hopkins Apartments
Horizon House
James Apts.
James Creek

Judiciary House
Kelly Miller
Kenilworth Courts
Kentucky Courts
Knox Hill
Langston Addition
Langston Terrace
Ledroit Apts.
Lincoln Heights
Lincoln Road
Montana Terrace
East Capitol Dwellings
Ontario
Park Morton
Parkside Additions
Potomac Gardens
Regency House
Richardson Dwellings
Scattered Sites
Sibley Plaza
Stoddert Terrace
Sursum Corda
Syphax Gardens
Villager
Wade Apts.
Wheeler Creek
Woodland Terrace
Wylie Courts

APPENDIX B

Accessibility Standards [UFAS and ADA Standards] – not included

APPENDIX C

[Approved Voluntary Compliance Agreement provisions are shown as underlined;
other provisions included for context but are not covered by the VCA]

CHAPTER 64 PUBLIC HOUSING TRANSFER POLICY

Secs.

- 6400 Transfer Policy
- 6401 Mandatory Transfer Initiated by DCHA
- 6402 Tenant Transfer Request
- 6403 Voluntary Termination of Tenancy
- 6404 DCHA Termination of Tenancy

6400 TRANSFER POLICY

- 6400.1 It shall be the policy of the District of Columbia Housing Authority (DCHA) to transfer tenants from one dwelling unit to another to alleviate conditions of hardship caused by physical conditions or to address changed family circumstances. Transfers may result from actions mandated by DCHA or result from requests by its tenants.
- 6400.2 It is DCHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
- 6400.3 Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for tenant requested transfers. The good cause standard applicable to new admissions shall apply to transfers.
- 6400.4 Transfers will be processed by the Director of Housing Management. Residents may apply to their resident manager for a transfer, but all paperwork, verifications and unit assignments shall be made by the Director of Housing Management.
- 6400.5 Mandatory transfers initiated by DCHA shall take precedence over new admissions. New admissions shall take precedence over transfers requested by tenants. Except as noted in section 6402.5, DCHA shall assign vacant units that it does not need to house mandatory transferees, using a ratio of five units for initial occupancy by applicants on the DCHA waiting list, to one unit for tenant from the DCHA Transfer List.

6401**MANDATORY TRANSFER INITIATED BY DCHA**

6401.1

Transfers initiated by the DCHA are mandatory. The DCHA shall initiate mandatory transfers for households in order to alleviate certain housing conditions. The following represents examples of such conditions:

- (a) To relocate residents who are living in conditions that represent an emergency or a threat to life, health, or safety (e.g., fire, flood, no water) as determined by DCHA, another governmental entity, or as a result of a judicial proceeding;
- (b) To place households in units of the correct size when authorized tenants (household members listed on lease or certified by the DCHA) are under-occupying (assigned dwelling units are too large for the household) or over-occupying (assigned dwelling units are too small for the household) their assigned dwelling units in relation to the occupancy standards as set forth in Chapter 61 of this Title;
- (c) To relocate households to alleviate threat of attack by criminal elements as verified and documented by the DCHA Police Department or any other police department or law enforcement agency authorized to operate in the District of Columbia;
- (d) To permit DCHA to make significant repairs, modernize, rehabilitate, or demolish dwelling unit(s) or apartment building(s);
- (e) To relocate households to facilitate the future rehabilitation of a DCHA property;
- (f) To permit a household that requires a housing unit with accessible or adaptable features to occupy such a unit; or
- (g) To alleviate any other conditions of hardship as determined by DCHA or to effectuate DCHA goals and/or objectives.

6401.2

Tenants subject to a mandatory transfer shall receive a “Notice of Mandatory Transfer”. The Notice shall include the following: Statement of the reason for the transfer; location of the new dwelling unit; statement regarding how the move will be financed; and the specific date by which the move must occur.

6401.2

Tenants subject to a mandatory transfer will receive one offer of transfer. The offer of transfer shall be for a dwelling unit meeting the needs of the household in accordance with DCHA occupancy standards and, if the household includes a member with a disability, a dwelling unit that has features appropriate for the disability or one that is adaptable.

6401.3

Whenever feasible and appropriate, DCHA will make an effort to make intra-property or intra-region transfer assignments.

- 6401.4 DCHA shall, at its sole discretion, elect to either bear the cost of a mandatory transfer by providing funds to the affected household or to move the household with its own resources, which may include the use of DCHA staff and/or a moving contractor.
- 6401.5 A tenant who receives a written offer of a new dwelling unit and who refuses to move by the date specified in the Notice of Mandatory Transfer, shall be issued a Notice to Quit or Cure.
- 6401.6 DCHA initiated mandatory transfers shall take precedence over new admissions and tenant requested transfers.
- 6401.7 Tenants who are subject to lease termination procedures who are transferred under this Chapter because of exigent or other circumstances, shall not be exempt from the lease termination process. All actions, including any action for non-payment of rent, shall transfer with the tenant to the new dwelling unit, via the new lease agreement.
- 6401.8 Mandatory transfers shall take priority over new admissions.
- 6401.9 Any “Notice of Mandatory Transfer” is subject to the Tenant Grievance Procedure and process as outlined in Chapter 63 of this Title.

6402 TRANSFER REQUEST BY TENANT

- 6402.1 DCHA tenants’ requests for transfers must be reduced to writing. The “Tenant Request for Transfer” must state the reason(s) for requesting the transfer, provide any supporting documents, and, if applicable, may identify up to three sites for possible transfer. Tenants may use the “Tenant Request for Transfer” form available in each DCHA property management office.
- 6402.2 DCHA will approve transfer requests only for tenants who are compliant with the terms and conditions of their leases **and** have resided in their dwelling units for at least one year. Disabled tenants, who request reasonable accommodation transfers as described below, are not subject to the one-year limitation.
- 6402.3 A lease compliant tenant household is one that meets the following criterion: Current on rent payments and/or on any repayment agreement; current on utility payments and/or on any utility repayment agreement; current with re-certification process; has no history of criminal activity or disturbances; is not subject to a citation for any lease violation; has a good housekeeping record as evidenced by a housekeeping inspection; and is not subject to a Notice-to-Quit or Cure. Any tenant household that is subject to a Notice-to-Quit that **cannot** be cured, is not compliant with terms of lease. Each member of the tenant household must be lease compliant. DCHA shall deny all requests for transfers by tenant households that are not compliant with the terms of their leases.
- 6402.4 Exceptions to the requirement that tenants requesting transfers be lease compliant may be made for life threatening conditions or for tenants seeking transfers to units with accessible features.

- 6402.5 Transfers processed under this Section will not take priority over DCHA initiated mandatory transfers or new admissions, except in the selection of families to occupy units with special accessibility features for persons with disabilities, DCHA will first offer such units to families on its transfer waiting list to families that include persons with disabilities who require such accessibility features over new admissions.
- 6402.6 The DCHA shall acknowledge receipt of each Tenant Request for Transfer. The date of acknowledgment shall serve as the Tenant Request for Transfer date, which will be used by DCHA to determine the tenant's place on the applicable transfer waiting list.
- 6402.7 The DCHA shall notify the tenant, in writing, in no more than 30 days from the date of acknowledgment, what action it has taken with regard to the Request for Transfer, e.g., approval, disapproval, or further review of the Request is required. If further review is necessary, DCHA shall provide a date by which it expects to issue a final decision on the Request.
- 6402.8 Although DCHA approves a Tenant Request for Transfer, a unit may not be immediately available. When a unit is available, DCHA shall issue the tenant a "Notice of Transfer Assignment." The Notice will direct the tenant when and where to report to inspect the new dwelling unit.
- 6402.9 The tenant household must be lease compliant at the time that its name reaches the top of the Transfer Waiting List. If the tenant is not lease compliant as outlined above, DCHA will withdraw the tenant's transfer approval.
- 6402.10 If the tenant household accepts the new dwelling unit, the tenant shall execute a Notice of Lease Termination at the property from which he/she is moving, upon completion of the arrangement for transfer to the new location.
- 6402.11 Upon acceptance of the new dwelling unit, the tenant must execute a new lease, which, if applicable, accepts liability for any outstanding conditions related to the prior lease agreement. In accordance with section 6402.4, if a tenant household is transferred with an outstanding debt, DCHA will not transfer the household unless and until a payment plan is established or, if the household is in violation of a payment plan, DCHA will not permit the tenant household to transfer until the debt is paid-in-full.
- 6402.12 Tenants who are approved for transfers under this Section shall bear the cost of moving to the new dwelling unit. The new dwelling unit shall not be held for more than 35 days from the date of the unit availability. If a tenant, who has an approved transfer, does not move into the new dwelling unit within 35 days from the date of the unit's availability, the tenant's name shall be removed from the appropriate transfer waiting list.
- 6402.13 If a tenant refuses a transfer initiated at his/her own request, to the property of his/her own choice, the tenant's name shall be removed from the transfer list and DCHA shall send the tenant a notice of such action. If tenant did not identify a property, he/she may be offered up

to two locations. If the tenant refuses the first, his/her name may be returned to the transfer waiting list to await the availability of another unit. If the tenant rejects the second assignment, his/her name will be removed from the transfer waiting list and DCHA shall send the tenant a notice of such action.

6402.14 All actions or inactions by DCHA under this Section are subject to the Tenant Grievance Procedure that is outlined in Chapter 63 of this Title.

6402.15 The following conditions shall dictate DCHA's priority for its transfer of tenants who request transfers to another dwelling unit. Tenants who are approved for transfers under this Section will be transferred based on the hierarchy set forth below and on the date that the "Tenant Request for Transfer" was acknowledged by the DCHA:

- (a) First priority will be given to situations of a life threatening medical or public safety nature. These situations may include serious medical conditions, crimes, domestic violence, hate crimes, or other situations which endanger a tenant or household member's life from something other than the condition of the unit or the building. These life-threatening conditions must be documented and verified.
- (b) Second Priority shall be given to tenants with verified disabilities who require dwelling units with accessible features or as a reasonable accommodation. These transfers would include transferring residents to accessible or adaptable dwelling units or sites where conditions are documented to be more favorable for their disabilities than the unit or site from which they are seeking to transfer.
- (c) Third Priority shall be given to tenant households that are over or under housed. These transfers would permit tenants to reside in dwelling units of the correct size for household members listed on their lease or those recognized by the DCHA as a result of its re-certification process. To determine whether a dwelling unit is too small or too large, DCHA shall use the occupancy standards outlined at Chapter 61 of this Title. If DCHA approves a tenant's request for transfer, the household must transfer as one unit. The DCHA will not split families.
- (d) Fourth Priority shall be given to issues of convenience as described by tenants requesting transfers.

APPENDIX D

DISTRICT OF COLUMBIA HOUSING AUTHORITY EMERGENCY PROTOCOL

Communication with and Assistance to Mobility-Impaired Residents and Residents on Life-Sustaining Equipment

PURPOSE

To establish methods for communicating with and assisting residents of housing owned and operated by the District of Columbia Housing Authority (DCHA) who are mobility impaired or dependent on life-sustaining equipment during specific emergencies that would have an adverse impact on those residents.

OBJECTIVE

In order to preserve the quality of life, DCHA's emergency response plan is based on delivery of services to at-risk DCHA residents. An at-risk resident shall be defined as a resident who through age, medical infirmity, or disability may have his or her life affected by the total disruption of public utilities and telecommunications services. It is the objective of the procedures to provide these at-risk residents with immediate response.

TELECOMMUNICATION INTERGRATION OF MPD AND DCHA OPS

The DCHA OPS's radio communication is linked to the Metropolitan Police Department's MPD communication network. The radio communication systems of the MPD are dependent upon the telephone lines of Verizon. A disruption of the District of Columbia's telephone service can affect emergency and normal calls for police services. The DCHA OPS's calls for service are dispatched by MPD to DCHA OPS mobile units for calls for police service.

In order to coordinate a communications point-of-contact of mutual public safety issues with the MPD and the D. C. Fire Department, designated DCHA OPS patrols (car, bike, foot) will be deployed to check on the welfare of identified at-risk DCHA residents.

IDENTIFICATION OF AT-RISK RESIDENTS

DCHA Property Managers must maintain accurate and up-to-date data identifying all residents who are mobility impaired and all residents who utilize life-sustaining equipment.

The data will be gathered on the Resident Emergency Information Sheet. DCHA Property Managers at each public housing property will provide the Office of Public Safety with the information on all at-risk residents. The listings of at-risk residents will be separated by region and forwarded to each DCHA OPS Regional Police Commander. The DCHA OPS Regional Commander shall designate his/her regional police officers to coordinate responses with MPD and D.C. Fire Department should an incident dictate such a response.

PROTOCOL FOR RESPONDING TO REQUESTS RECEIVED CONCERNING THE WELFARE OF AT-RISK DCHA RESIDENTS

It is anticipated that during an emergency the DCHA OPS will receive numerous requests from relatives and friends to check on the welfare of at-risk residents. The following policy and procedures are established for officials, sworn police officers, special police officers, and resident monitors relating to OPS's response to a request from a concerned party regarding the welfare of a resident.

Police Officers and Special Police Officers

Requests received during normal DCHA business hours

If a request is received during normal working hours of the DCHA, the police officer or special police officer shall contact the appropriate DCHA Property Manager. The Property Manager can assist the police officer or special police officer in his or her investigation regarding the resident's welfare.

Requests received outside of business hours of the DCHA

1. If a request is received outside of business hours, the police officer shall attempt to Contact the resident by telephone. If the police officer receives no response through telephoning, the police officer shall go to the resident's apartment in an effort to contact the resident. Should the police officer contact the resident, the police officer shall inform the resident of the third-party inquiry and request that the resident contacts the concerned party. Should the resident not wish to speak with the concerned party, the police officer shall contact the concerned party, only reporting that the resident was advised of the concerned party's inquiry.
2. If the police officer receives no answer either by phoning or visiting the resident, the police officer shall then contact the DCHA OPS Watch Commander regarding the request. The police officer shall explain to the Watch Commander the nature of the third party request. If entry is authorized by the Watch Commander, the police officer shall contact one of the building's Resident Custodians or the Property Manager who can assist the police officer with entry into the resident's unit.
3. Upon gaining entry into the unit, the police officer shall first announce his or her presence and authority, i.e., "DC Housing Police, Officer Jones; Ms. Smith are you, ok?" If the police officer receives no answer, the police officer shall announce his or her presence in every room of the unit. If the police officer receives an answer at the door, the police officer shall not enter the apartment without the permission of the resident. Should the resident be in some type of medical distress, the police officer shall immediately summon medical assistance.
4. The police officer shall report his or her circumstances of entry into the resident's unit on an Incident Report, one (1) copy shall be forwarded to the Property Manager and one (1) copy shall be delivered to OPS headquarters. The Incident Report shall be attached to the Watch Commander's report.

DCHA OPS Resident Monitors

Requests received during normal business hours

If a request is received during normal working hours of the DCHA, the Resident Monitor shall contact the appropriate Property Manager. The Property Manager may contact the DCHA OPS Watch Commander if police assistance is required.

Requests received outside of normal business hours of the DCHA

If a request is received outside of business hours of the DCHA, the Resident Monitor shall contact the DCHA OPS Watch Commander by paging (202) 471-7633. The Resident Monitor shall provide the name and telephone number of the concerned party. The Resident Monitor's responsibilities shall be concluded at this stage. Resident Monitors have no legal authority to enter any resident's unit.

DCHA OPS Watch Commander and other DCHA OPS officials

Normal business hours of the DCHA

Upon receiving a request to assist a DCHA Property Manager, the DCHA OPS Watch Commander shall provide the Property Manager with all reasonable assistance.

Non-business hours of the DCHA

1. Upon receiving a request to check on the welfare of a resident, the DCHA OPS Watch Commander shall check the DCHA resident roster of the involved property to ascertain if in fact the party in question is a resident of the DCHA. If no roster is available, the Watch Commander shall contact the Property Manager through the DCHA Command Center on (202) 535-1044.
2. Once the resident's residency is established, the DCHA OPS Watch Commander shall ensure that all above procedures are followed.

Nothing in these guidelines shall preclude DCHA OPS personnel from summoning the D.C. Fire Department for forcible entry when a medical emergency is occurring and where entry must be made expeditiously. If it becomes necessary to remove a resident from a unit, OPS staff or any DCHA employee shall direct emergency personnel with appropriate equipment to the affected resident.

EVACUATION AND FIRE SAFETY PLAN

DCHA maintains an Evacuation and Fire Safety Plan for each public housing development. The plan includes emergency telephone numbers, building floor plans, listings of at-risk residents, specific evacuation plan for persons with disabilities, building/resident fire safety information, and the D.C. Fire Department Fire Evacuation Packet.

DISTRICT OF COLUMBIA'S OFFICE OF EMERGENCY PREPAREDNESS

The DCHA has designated a Special Projects Coordinator, as the agency's representative for emergency services to the District of Columbia government. Request for services to address the particular emergency at hand such as water, food, first-aid supplies, medications, clothing and bedding and any special items for infants, elderly or disabled family members shall be made by the DCHA OPS Police Regional Commander to the Special Projects Manager through the DCHA Command Center.

Should evacuation of a building or a property be ordered, Regional Commanders shall follow emergency fire evacuation procedures of the DCHA. The DCHA OPS official placed in charge of the evacuation shall ensure that staging area(s) are prepared for vehicular ingress and egress of emergency or DCHA vehicles. The official shall be designated as the Incident Commander until the arrival of the DCHA OPS's Regional Police Commander.

MEDIA AND RESIDENT INFORMATIONAL REQUESTS

It is the policy of the DCHA that all request by local media be handled by the DCHA's Office of Public Affairs. Should a employee be requested by the media to provide information regarding DCHA's deployment of personnel during an emergency they shall be referred to the Office of Public Affairs through the DCHA Command Center (202) 535-1044. Employees shall advise residents that the DCHA OPS are addressing the current situation.

EMERGENCY PROTOCOL FOR RESIDENTS ON LIFE SUSTAINING EQUIPMENT

Residents on Life Sustaining Equipment will be notified individually of any planned interruption of electrical service to their unit or their building at least 24 hours in advance. For unplanned interruptions of service, residents on life sustaining equipment should first call 911 for immediate assistance, then the DCHA Command Center, in which case if evacuation is required the procedures under Section I. above shall apply.

APPENDIX E

CHAPTER 63 PUBLIC HOUSING: GRIEVANCE PROCEDURES

Secs.	
6300	Purpose
6301	Filing a Complaint
6302	Informal Settlement of Complaints
6303	Request for Hearing
6304	Selection of Hearing Officers
6305	Authority of Hearing Officers
6308	Ex-Parte Communications
6307	Rights of Complainants
6308	Nonpayment of Rent: Escrow Deposit Required
6309	Failure to Appear
6310	Election Not to Act
6311	Hearing Procedures
6312	Transcript of Proceedings
6313	Decision of the Hearing Officer
6314	Briefs in Support of or Taking Issue with the Decision of the Hearing Officer
6315	Effect of Decision
6316	Decision of the Administrator
6317	Notice to Vacate Premises
6318	Records
6399	Definitions

6300 PURPOSE

- 6300.1 The rules of procedure of this chapter shall govern conferences and hearings resulting from complaints filed by individual public housing residents and applicants for housing in DCHA owned or operated dwellings.
- 6300.2 The procedures shall provide a means for review of grievances through administrative means short of taking action through the appropriate judicial proceeding, but in no way waives the complainant's right to judicial proceedings.
- 6300.3 The grievance procedure shall not be used to review complaints or grievances related to initiating or negotiating changes to existing policies set forth in this chapter or for class grievances.

6301 FILING A COMPLAINT

- 6301.1 Any resident of or applicant for DCHA owned or operated housing who believes that he or she is aggrieved, or adversely affected by an act or failure to act by the DCHA employee or official, may file with the DCHA a complaint requesting an administrative determination of his or her rights.
- 6301.2 Any grievance concerning an eviction or termination of tenancy based upon a resident's creation or maintenance of a threat to the health or safety of other residents or DCHA employees shall be excluded from the grievance procedures.
- 6301.3 The complaint shall be mailed or personally presented either orally or in writing to the

DCHA Central Office or to the office of the property in which the complainant resides during normal office hours, but not later than one (1) year after the DCHA act or failure to act that constitutes the basis for the grievance. The complaint shall state the particular grounds on which it is based and the action or relief requested. Upon request, DCHA will assist a complainant in putting his or her complaint in writing.

6301.4 Upon receipt of the complaint, the DCHA Central Office or the office of the property shall provide the complainant with information explaining the complainant's right to a fair hearing and outlining the District of Columbia's Low Rent Housing Grievance Procedures.

6302 INFORMAL SETTLEMENT OF COMPLAINT'S

6302.1 Within three (3) working days of receipt of the complaint, DCHA shall schedule a conference with the complainant to informally discuss the complaint with the objective of reaching a settlement without a hearing.

6302.2 The DCHA shall convene the informal settlement conference within ten (10) working days of the date the complaint was filed.

6302.3 If a settlement is reached, within ten (10) working days of the conference, the terms of the settlement shall be put in writing by DCHA, signed by each party, and made a part of the complainant's DCHA file. A copy of the settlement shall be given to the complainant.

6302.4 If a settlement cannot be reached, DCHA shall prepare and serve on the complainant a written answer to the complaint within ten (10) working days of the conference with the complainant. The answer shall specify the following:

- (a) The DCHA proposed disposition of the complaint and the specific reasons therefore;
- (b) The right of the complainant to a hearing and the procedure for requesting a hearing; and
- (c) The time allowed to request a hearing.

6302.5 The answer shall be served upon the complainant as follows:

- (a) Where the complainant is a resident, by personally serving the answer on the complainant or leaving a copy at the dwelling unit with a person of suitable age, or posting on the door of the complainant's unit if no one is at home; or
- (b) Where the complainant is an applicant, by sending the answer by first class mail, postage prepaid, to the complainant's address as it appears in the records of DCHA.

6303 REQUEST FOR HEARING

6303.1 If the Complainant is not satisfied with the proposed disposition of his or her complaint, he or she may submit in person or by mail a written request for a hearing. Upon request, DCHA

will assist a complainant in putting his or her complaint in writing. The written request shall be provided:

- (a) To the Office of Fair Hearings (OFH); or
- (b) To the OFH through the office of the property in which the complainant resides.

On determinations of ineligibility for applicants for public housing, the notice will include the complaint form by which families can request a hearing and return it to DCHA. The complaint form will also be available to applicants and residents at all DCHA offices.

6303.2 A complainant's request for a hearing, which shall be in writing, shall be filed as follows:

- (a) If the complainant is a resident, within seven (7) working days from the date the answer is served; or
- (b) If the complainant is an applicant, within ten (10) working days from the date the answer is mailed.

6303.3 If the complainant does not request a hearing within the specified time, DCHA's disposition of the complaint pursuant to §6302.4 shall become final. This shall not constitute a waiver of the complainant's right to contest DCHA's actions in an appropriate judicial proceeding.

6303.4 Upon receipt of a request for a hearing, OFH shall assign a hearing officer to the complaint from the hearing panel, on a rotating basis to the extent possible.

6303.5 Within fifteen (15) working days, the hearing officer shall schedule a hearing time, date and place, reasonably convenient to both the complainant and the DCHA, and shall notify the complainant and DCHA.

6303.6 Within thirty (30) days of the date the hearing is scheduled, OFH shall convene the hearing, unless rescheduled for good cause by the assigned hearing officer.

6304 SELECTION OF HEARING OFFICERS

6304.1 The DCHA shall select six (6) impartial, disinterested members in good standing of any bar to be available to serve as hearing officers.

6304.2 The hearing officers shall be assigned at random to hear grievances.

6304.3 If the complainant objects to the hearing officer, DCHA and the complainant shall attempt to agree upon another member of the pool of hearing officers.

6304.4 If DCHA and the complainant cannot agree, DCHA shall select any individual to serve as a member of the hearing panel, the complainant shall select any individual to serve as a member of the panel and these two (2) individuals shall select a third member. The choice of the individuals who comprise the hearing panel shall not be limited to the six (6) member

pool of hearing officers.

6304.5 If the individuals selected by DCHA and the complainant cannot agree on a third member, such a member shall be selected by an independent arbitration organization as provided in 24 CFR §966.55(b)(1).

6305 AUTHORITY OF HEARING OFFICERS

6305.1 The hearing officer shall have all powers necessary to conduct a fair and impartial hearing, including the following:

- (a) To administer or direct the administration of oaths and affirmations;
- (b) To examine and direct witnesses to testify;
- (c) To rule upon offers of proof and receive relevant evidence;
- (d) To regulate the course of the hearing and the conduct of the parties, other participants, and their counsel;
- (e) To arrange a conference for settlement or to simplify the issues by agreement of the parties;
- (f) To consider and rule upon procedural requests; and
- (g) To take any action authorized by this chapter.

6305.2 The hearing officer shall have the power to grant appropriate relief, including the following:

- (a) Rental Abatements;
- (b) Monetary Damages;
- (c) Relocation of residents to other DCHA owned or operated housing units; and
- (d) The ordering of repairs and/or accessibility features by DCHA.

6305.3 Temporary relocation of residents to private housing units available to the agency shall be authorized and may be ordered if the hearing officer finds that the unit is so seriously deficient that it poses a significant threat to the health or safety of the resident.

6305.4 If DCHA does not take immediate action to correct the threat and fails to demonstrate that suitable public housing is available, the hearing officer may order DCHA to temporarily relocate the resident to a suitable private housing unit.

6306 EX-PARTE COMMUNICATIONS

6306.1 The hearing officer shall not consult any person, or party on any fact at issue except after

notice and opportunity for all parties to participate.

6306.2 No employee or agent, of the District of Columbia government engaged in the investigation or prosecution of a case shall participate or advise in the proposed decision in that case except as a witness or counsel in the hearing or other public proceedings.

6307 RIGHTS OF COMPLAINANTS

6307.1 The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include the following:

- (a) The right to be represented by counsel or another person chosen as a representative;
- (b) The right to a private hearing, unless the complainant requests a public hearing;
- (c) The opportunity to examine, before the hearing, documents, records, and regulations of DCHA that are relevant to the hearing. Any document not so made available after a request for the document has been made by the complainant may not be used as evidence by DCHA at the hearing;
- (d) When requested, DCHA shall provide to the complainant, at no charge, fifty (50) pages of documents, records, and unpublished regulations of DCHA relevant to the hearing. A reasonable charge of not more than twenty five (25) cents per page may be assessed for reproducing material in excess of fifty (50) pages requested by the complainant;
- (e) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by DCHA, and to confront and cross-examine all witnesses on whose testimony or information DCHA relies;
- (f) The right to a decision based solely upon the facts presented at the hearing; and
- (g) The right to arrange, in advance, and at his or her expense, to receive a transcript of the hearing.
- (h) The right to request a reasonable accommodation for a disability.

6308 NONPAYMENT OF RENT: ESCROW DEPOSIT REQUIRED

6308.1 Before a hearing is scheduled in any grievance involving the amount of rent claimed due by DCHA, the complainant shall pay to the DCHA an amount equal to the amount of the rent due and payable "as of the first of the month preceding the month in which the act or failure to act took place."

6308.2 The complainant shall thereafter deposit the same amount of the monthly rent in the escrow account designated by DCHA monthly when due until the complaint is resolved as a result of the hearing.

6308.3 The failure to make the payments shall result in the termination of the grievance procedure and DCHA's proposed disposition of the complaint pursuant to §6302.3 will become final.

6308.4 Failure to make payment shall not constitute a waiver of any right the complainant may have to contest DCHA's disposition of the complainant's grievance in an appropriate judicial proceeding.

6309 FAILURE TO APPEAR

6309.1 If either party fails to appear at a hearing, the hearing officer may do the following:

- (a) Postpone the hearing for up to five (5) working days;
- (b) With the consent of both parties, reschedule the hearing for a later date; or
- (c) Make a determination that the complainant has waived his or her right to a hearing, if the complainant fails to appear. The waiver shall not constitute a waiver of complainant's right thereafter to contest DCHA's action in an appropriate judicial proceeding.
- (d) Grant an exception if the family is able to document an emergency situation that prevented them from attending or requesting a postponement of the hearing or if requested as a reasonable accommodation for an individual with a disability.

6310 ELECTION NOT TO ACT

6310.1 The hearing officer, after review of the written complaint and the disposition proposed by DCHA, may render a decision without proceeding with the hearing if the hearing officer determines that the issues have been decided previously in an earlier hearing of other complaints based on essentially the same set of facts.

6310.2 When the hearing officer decides to render a decision without a hearing, he or she shall prepare a written finding citing the previous hearing or hearings involving the same issue, and shall certify these findings and decision to the Executive Director.

6310.3 Parties to the proceedings shall be given copies of the hearing officer's findings and decision.

6310.4 Sections 6314, 6315, and 6316 of this Chapter shall apply to findings and decisions rendered without a hearing.

6311 HEARING PROCEDURES

6311.1 At the hearing, the complainant shall make a showing of entitlement to the relief sought. If, in the opinion of the hearing officer, the complainant fails to do so, the hearing officer may render a decision in favor of DCHA without further presentation of evidence.

6311.2 If the hearing officer decides the complainant has made a sufficient showing, DCHA shall

justify the action or inaction against which the complaint is directed or the proposed deposition in its answer to the complaint.

6311.3 Both parties to the hearing may present evidence and arguments in support of their positions, controvert evidence and cross-examine all witnesses for the other side.

6311.4 The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence relevant to the facts and issues raised by the complaint and answer may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6311.5 The hearing officer shall require DCHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly manner.

6311.6 Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the hearing or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

6312 TRANSCRIPT OF PROCEDURES

6312.1 Verbatim transcripts shall not be made of the proceedings. If either party desires a transcript, the party shall do the following:

- (a) Secure, at his or her own expense, the services of a qualified transcriber service, subject to the approval of the hearing officer;
- (b) Pay all costs incurred directly to the transcriber service; and
- (c) Furnish a copy of the transcript to the hearing officer for his or her certification and incorporation into the record of the proceedings.

6312.2 Either party may, at his or her own expense, make a tape recording of the proceeding upon disclosure to the hearing officer and the other party.

6313 DECISION OF THE HEARING OFFICER

6313.1 The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) working days after the close of the hearing. Copies of the decision shall be mailed to the complainant, DCHA, and OFH.

6313.2 The decision of the hearing officer shall be binding on DCHA, which shall take all actions, or refrain from actions, necessary to carry out the decision, unless the Executive Director or an official delegated by the Executive Director does the following:

- (a) Determines that the complaint does not concern a DCHA act or failure to act as prescribed by the complainant's lease or DCHA rules, policies (established under §6002 of this subtitle) or regulations, that adversely affect the complainant's rights, duties, welfare or status; or

- (b) Determines that the decision of the hearing officer is contrary to applicable federal or District of Columbia law or regulations or requirements of the Annual Contributions Contract between HUD and the DCHA.

6313.3 The Executive Director or designee of the Executive Director shall make the determination within the time provided in §6316.1, and promptly notify all parties to the hearing of his or her determination.

6314 BRIEFS IN SUPPORT OF OR TAKING ISSUE WITH THE DECISION OF THE HEARING OFFICER

6314.1 Any party may file a brief with the Chief of OFH in support of or in opposition to the hearing officer's decision within ten (10) working days after service of the decision.

6315 EFFECT OF DECISION

6315.1 A decision of the hearing officer which is in favor of DCHA, or denies the complainant his or her requested relief in whole, or in part, shall not constitute a waiver of, or affect in any manner whatever, rights the complainant may have to a trial *de novo* in judicial proceedings which may be later brought in the matter.

6315.2 In a *de novo* judicial proceeding, neither party shall be limited to invoking against the other the grounds originally relied on in the administrative proceedings.

6316 DECISION OF THE EXECUTIVE DIRECTOR OF DCHA

6316.1 Within seven (7) working days after expiration of the time for filing briefs as provided in Section 6314, the Executive Director of DCHA, upon consideration of the record, together with any briefs, shall make a determination of the enforceability of the hearing officer's decision as provided in Section 6313.2(a) and (b).

6316.2 The Executive Director of DCHA may modify or set aside, in whole or in part, the decision of the hearing officer.

6316.3 In any case in which the Executive Director of DCHA proposes to modify or set aside all or any part of the hearing officer's decision, the Executive Director shall serve on each party a proposed decision, including findings of fact and conclusions of law.

6316.4 The parties shall be given fourteen (14) days from the date of receipt of the Executive Director's proposed decision to file exceptions. Each party may request oral argument when submitting exceptions.

6316.5 A final decision shall be made by the Executive Director of DCHA within fourteen (14) days after exceptions to the proposed decision have been filed, and an oral argument held, if requested. Copies of the final decision shall be served on all parties.

6317 NOTICE TO VACATE PREMISES

6317.1 If the complaint relates to the termination of a dwelling lease through the service of a Notice to Vacate upon the complainant, and the hearing officer's determination upholds the action to terminate the tenancy, DCHA shall take no further action to evict the resident until it has served upon the resident a Notice to Vacate; provided, that the notice shall not be subject to the filing of a complaint under the grievance procedure.

6317.2 A Notice to Vacate shall not be issued prior to the date the Hearing Officer's final decision pursuant to §6313.1 is delivered or mailed to the complainant.

6317.3 Whenever a Notice to Vacate is given to the complainant, he or she shall be informed in writing of the following:

(a) If he or she fails to vacate the premises within the appropriate period, further appropriate legal actions shall be taken against him or her; and

(b) If suit is brought against him or her, the resident may be required to pay court costs and attorney fees incurred.

6318 RECORDS

6318.1 The Central Grievance files shall be maintained in a central location by the OFH and shall be made promptly available to interested members of the public for inspection and copying pursuant to procedures established by the OFH.

6318.2 Subject to §6307.1(d), a reasonable charge of not more than twenty-five (25) cents per page may be assessed for copying any document in the Central Grievance files.

6399 DEFINITIONS

6399.1 When used in this chapter, the following words and terms shall have the meaning ascribed:

Applicant - Any person who has filed a written application of admission to public housing owned or operated by DCHA.

Central Grievance Files - Individual files containing copies of documents relevant to each complaint, including but not limited to the complaint, informal settlement agreement, answer, request for a hearing and notification of hearing, hearing officer's decision, any decision in review, and any judicial pleadings and decisions.

Complainant - Any resident of DCHA owned or operated housing or any applicant for admission to such housing who files a complaint with DCHA pursuant to this Chapter.

Complaint - A request for administrative consideration of any dispute with respect to a DCHA act or failure to act in accordance with the complainant's lease (if a resident) or DCHA rules which adversely affect the rights, duties, welfare, or status of the complainant.

Escrowed - Placed under the exclusive control of the escrow agent or trustees named under the provisions of §6308 this Chapter.

Hearing Officer - A person designated to preside over a hearing in accordance with §§6303 and 6304 of this Chapter.

Notice to Vacate - A notice to cure or vacate, or a notice to vacate, as defined in §6099.1 of this Chapter, whichever is applicable.

OFH - Office of Fair Hearings.

Resident - A person who leases a dwelling from DCHA as a signatory to a dwelling lease.

Workdays - Days in which the offices in the District of Columbia Housing Authority are regularly open for business.

APPENDIX F

CHAPTER 89 INFORMAL HEARING PROCEDURES FOR APPLICANTS AND PARTICIPANTS OF THE HOUSING CHOICE VOUCHER AND MODERATE REHABILITATION PROGRAMS

8900 INTRODUCTION

- 8900.1 This chapter describes the policies, procedures and standards to be used when a participating family or applicant disagrees with a DCHA decision.
- 8900.2 The procedures and requirements for informal hearing of certain decisions affecting participants and applicants are contained in this Chapter.
- 8900.3 DCHA informal hearing procedures shall be provided to families in the briefing packet provided to new participants.
- 8900.4 Applicants will be provided the informal hearing procedures at the time of eligibility determination or denial of assistance.
- 8900.5 Current participants will be provided the informal hearing procedures at the time of re-certification.
- 8900.6 Applicants and participants have the right to request a reasonable accommodation for a disability.

8901 CATEGORIES OF COMPLAINTS

- 8901.1 DCHA will attempt to informally resolve the following types of complaints, including those listed below:
 - (a) Complaints from families when the family or applicant disagrees with an action or inaction of DCHA or owner;
 - (b) Complaints from an owner when the owner disagrees with an action or inaction of DCHA or a family or applicant; and/or
 - (c) Complaints or referrals from persons in the community in regard to DCHA, a family or applicant, or an owner.
- 8901.2 If the participant or applicant is dissatisfied with the informal determination, the complaint will be referred to the Compliance Division for an informal hearing, except for those determinations described in Section 8902.2.

8902 DCHA DETERMINATIONS SUBJECT TO INFORMAL HEARING

8902.1 DCHA shall provide written notice to participants and applicants with the opportunity for an informal hearing to contest any of the following DCHA determinations:

- (a) Qualification for a preference;
- (b) Listing on DCHA's Waiting List
- (c) Issuance of a Housing Choice Voucher;
- (d) Participation in the Housing Choice Voucher or Moderate Rehabilitation Program;
- (e) Family and applicants annual or adjusted income and the computation of the Housing Assistance Payment;
- (f) Appropriate utility allowance used from schedule of utility allowances;
- (g) Family or applicant unit size under DCHA subsidy standards;
- (h) Unit under-occupied in the Housing Choice Voucher and Moderate Rehabilitation Program and the participant's or applicant's request for exception is denied;
- (i) Approval or denial of an extension or suspension of a voucher term;
- (j) Termination or denial of assistance for any reason; ~~and~~
- (k) Any other determination that affects eligibility or receipt of assistance in which the individual requesting the informal hearing alleges a misapplication of law or DCHA policy or a mistake of relevant fact(s); and
- (l) Denial of request for a reasonable accommodation.

For all determinations for which the opportunity of an informal hearing is required, the notice will include the form by which families or applicants can request an informal hearing along with a stamped, self-addressed envelope for returning the form to DCHA. Copies of the informal hearing request form will be available at DCHA offices.

8902.2 Informal hearings are not permitted for established policies, procedures, and DCHA determinations such as:

- (a) Discretionary administrative determinations by DCHA;

- (b) General policy issues or class grievances;
- (c) DCHA schedule of utility allowances for families or applicants in the Section 8 Program;
- (d) Approval or denial of a unit or lease;
- (e) Non-compliance with HQS, except where there is a determination of a family or applicant breach of HQS;
- (f) Unit appropriate or not for family or applicant size under HQS; and
- (g) Exercise of any remedy against an owner under a HAP contract.
- (h) DCHA determination not to approve an extension or suspension of a voucher term.

8902.3 DCHA shall give the family or applicant notice of determinations within thirty days (30) days of such determination subject to the provisions of Section 8903.1. Such notices shall include:

- (a) The proposed action or decision of DCHA;
- (b) The date the proposed action or decisions will take place;
- (c) The family's or applicant's right to an explanation of the basis for DCHA's decision;
- (d) The procedures for requesting an informal hearing if the family or applicant disputes the action or decision; and
- (e) The time limit for requesting the informal hearing.

8902.4 Written notice of a decision must be provided for determinations of eligibility or amount of assistance.

8903 NOTICE OF HEARING AND RIGHTS TO DOCUMENTS

8903.1 Requests for informal hearing must be reduced to writing:

- (a) If the request for an informal hearing is mailed to DCHA, the request must be postmarked within sixty (60) days to receive benefits pending the informal hearing under Section 8902. Alternatively, if the request for an informal hearing is delivered to DCHA, the request must be received by DCHA within

sixty (60) days to receive benefits pending the informal hearing of the postmark date of DCHA's notification under Section 8902.

- (b) If any applicant or recipient shows good cause, an informal hearing request can be mailed or delivered more than sixty (60) days after the postmark date of DCHA's notification under Section 8902 and still receive the benefits pending the informal hearing.
- (c) Applicants and recipients have up to sixty (60) days to mail or deliver to DCHA the request for an informal hearing.

8903.2 When DCHA receives a timely written request for an informal hearing:

- (a) DCHA must mail a letter notifying the family or applicant of the date and time of the informal hearing within fifteen days of the postmark date of the informal hearing request, if such request is mailed to DCHA, or within fifteen days of the receipt date of the informal hearing request, if such request is delivered to DCHA.
- (b) The date of the informal hearing shall be no sooner than fifteen (15) days and no later than thirty (30) days after the postmark date of DCHA's letter notifying the family or applicant of the date and time of the informal hearing.

8903.3 The family or applicant may request to reschedule a hearing upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family or applicant. The DCHA will grant an exception if the family or applicant can demonstrate that a disability prevents them from attending the hearing.

8903.4 The notification of informal hearing shall contain:

- (a) The date and time of the informal hearing;
- (b) The location where the informal hearing will be held;
- (c) The family's or applicant's right to bring evidence, witnesses, and legal or other representation at the family's expense;
- (d) The right to view, or have their counsel or other representative view, subject to a timely request under Section 8903.5, any documents or evidence in the possession of DCHA, upon which DCHA based the proposed action;
- (e) The right to obtain, subject to a timely request under Section 8903.5 below, a copy of documents or evidence in the possession of DCHA prior to the informal hearing. DCHA shall provide the first fifty such copies to the family

or applicant at no charge and shall charge twenty five cents per copy for each copy in excess of fifty; and

- (f) Notice to the family or applicant that DCHA requires a copy of any documents or evidence the family or applicant will use at the informal hearing to be submitted at least three (3) full business days before the informal hearing date.

8903.5 Upon request by a family, applicant or its representative to review and/or copy such documents, DCHA shall make such documents available to the family, applicant or its representative for review and/or copying in three (3) days of such request.

8903.6 Upon receipt of a timely request for copies of documents relevant to the informal hearing, DCHA shall make the copies for the family or applicant. DCHA shall provide the first fifty (50) such copies to the family or applicant at no charge and shall charge twenty-five (25) cents per copy for each copy in excess of fifty (50).

8903.7 In no case shall the family, applicant or its representatives, be allowed to remove a file from DCHA's office.

8904 INFORMAL HEARING PROCEDURES

8904.1 Families or applicants have the right to:

- (a) Present written or oral objections to the DCHA's determination;
- (b) Examine the documents in the file which are the basis for the DCHA's action and all documents submitted to the Compliance Division;
- (c) Copy any relevant documents [the first fifty (50) copies will be provided free of charge and the fee for any additional copies will be twenty five (25) cents per page];
- (d) Present any information or witnesses pertinent to the issue of the informal hearing; and
- (e) Be represented by legal counsel, advocate or other designated representative at their own expense.

8904.2 If DCHA does not make the documents available for examination upon timely request of the family or applicant under Section 8903.5 above, DCHA may not rely on the documents at the informal hearing.

8904.3 If the family or applicant has not timely provided the DCHA with copies of its documents the family or applicant may not rely on the documents at the informal hearing.

- 8904.4 In addition to other rights contained in the Chapter, DCHA has a right to:
- (a) Present evidence and any information pertinent to the issue of the informal hearing;
 - (b) Have its attorney present; and
 - (c) Have staff persons and other witnesses familiar with the case present.
- 8904.5 A member of the Compliance Division shall conduct the informal hearing.
- (a) The member of the Compliance Division is neither the person who made or approved the decision, nor a subordinate of that person;
 - (b) The member of the Compliance Division shall regulate the conduct of the informal hearing in accordance with these regulations.
- 8904.6 The informal hearing shall be conducted as follows:
- (a) The informal hearing shall concern only the issues for which the family or applicant has received the opportunity for the informal hearing;
 - (b) DCHA and the family or applicant shall be given the opportunity to present evidence and question any witnesses;
 - (c) Evidence presented at the informal hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
 - (d) No documents may be presented which have not been provided to the other party before the informal hearing if timely requested by the other party;
 - (e) The Compliance Division shall have the power to grant appropriate relief, including rental abatements; monetary damages; relocation of residents to other housing units or private housing; and ordering unit repairs;
 - (f) The Compliance Division shall make an initial decision;
 - (g) The final decision of the DCHA shall be made by the Executive Director or his/her designee.
- 8904.7 If the family or applicant misses an appointment or deadline ordered by the Compliance Division, the action of DCHA shall take effect, and another informal hearing will not be granted.
- 8904.8 The Compliance Division shall make its initial decision as follows:

- (a) The Compliance Division shall make a decision whether the action, inaction, or determination of DCHA is in accordance with HUD regulations and these regulations based upon the evidence and testimony provided at the informal hearing;
- (b) Factual decisions relating to the individual circumstances of the family or applicant shall be based on a preponderance of the evidence presented at the informal hearing; and
- (c) Within ten (10) working days of the informal hearing.

8904.9 A notice of the initial decision shall be provided in writing by the Compliance Division to the Executive Director or his or her designee and to the family or applicant including:

- (a) A clear summary of the decision and the basis for the decision;
- (b) If the decision involves money owed, the amount owed;
- (c) A review of the calculation of any monies owed; and
- (d) The effective date of the decision.

8904.10 A final decision shall be issued by the Executive Director or his or her designee within twenty (20) working days after receipt of the initial decision. A copy of the final decision shall be forwarded to the participant or applicant. If the Executive Director or his or her designee takes no action by the 21st day, the initial decision becomes final. The final decision shall include the DCHA's reasons for the final decision and notification that the final decision may be appealed to the District of Columbia Superior Court.

8904.11 All requests for an informal hearing, supporting documentation and a copy of the initial and final decisions shall be retained in the family or applicant's file.

8905 INFORMAL HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

8905.1 Assistance to a family or applicant shall not be terminated based on immigration status at any time before receipt of a decision on the INS appeal except as hereinafter provided.

8905.2 Assistance to a family or applicant may not be terminated while the DCHA informal hearing is pending.

8905.3 If a family member or applicant claims to be an eligible immigrant and the INS SAVE system and a manual search does not verify the claim, DCHA shall notify the

participant or applicant within ten (10) days of his or her right to appeal to the INS within thirty (30) days or to request an informal hearing with DCHA either in lieu of or subsequent to the INS appeal.

- 8905.4 If the family or applicant appeals to the INS, it must give DCHA a copy of the appeal and proof of mailing, or DCHA may proceed to terminate assistance.
- 8905.5 The time period to request an appeal may be extended by DCHA for good cause.
- 8905.6 The request for a DCHA informal hearing must be made within fourteen days of receipt of the notice offering the informal hearing or, if an appeal was made to the INS, within fourteen (14) days of receipt of that notice.
- 8905.7 After receipt of a request for an informal hearing, the informal hearing is conducted as described in Section 8904 for participants or applicants.
- 8905.8 If the Compliance Division decides that the applicant or participant is not eligible, and there are no other eligible family members, DCHA shall:
- (a) Defer termination if the family is a participant and qualifies for deferral, or;
 - (b) Terminate the participant if the family does not qualify for deferral.
- 8905.9 If there are eligible members in the family, DCHA shall offer to prorate assistance or give the family the option to remove the ineligible members.
- 8905.10 For other complaints related to eligible citizen/immigrant status:
- (a) If any family member or applicant fails to provide documentation or certification as required by the regulations, that member is treated as ineligible.
 - (b) If all family members fail to provide documentation, the family shall be terminated.
 - (c) Participants whose termination is carried out after temporary deferral may not request an informal hearing since they had an opportunity for an informal hearing before the termination.
 - (d) Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and informal hearing rights described above) are entitled to an informal hearing based on the right to an informal hearing regarding determinations of Tenant Rent and TTP.

- (e) Families terminated for fraud in connection with the non-citizens rule are entitled to an informal hearing in the same manner as terminations for any other type of fraud.

APPENDIX G

CHAPTER 74 REASONABLE ACCOMMODATION POLICIES AND PROCEDURES

7400 INTRODUCTION

7400.1 The District of Columbia Housing Authority (DCHA) is committed to operating all of its housing programs in a fair and impartial way. In addition to requiring fairness and impartiality without regard to race, color, sex, sexual orientation, family responsibilities, national or ethnic origin, religion, age, personal appearance, familial status, marital status, political affiliation, source of income, matriculation and place of residence or business, DCHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

7400.2 A Reasonable Accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program, or facility that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

7401 APPLICATION OF REASONABLE ACCOMMODATION POLICY

7401.1 This chapter applies to individuals with disabilities in the following programs provided by the DCHA:

- (a) Applicants of public housing;
- (b) Applicants of all Housing Choice Voucher and Moderate Rehabilitation Programs;
- (c) Residents of public housing developments;
- (d) Participants of the Housing Choice Voucher and Moderate Rehabilitation Programs;
and
- (e) Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the DCHA, its agents or contractors including all non-housing facilities and common areas owned or operated by the DCHA.

7402 PERSONS WITH A DISABILITY

7402.1 A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities.

7402.2 As used in this definition, the phrase “physical or mental impairment” includes:

- (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal;

special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

7402.3 Major life activities means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

7402.4 The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

7403 **REQUESTS FOR REASONABLE ACCOMMODATIONS**

7403.1 A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of DCHA. All requests must be reduced to writing by the individual, DCHA staff or any person identified by the individual.

7403.2 Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case by case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

- (a) All applicants will be provided the Request for a Reasonable Accommodation Form with the application.
- (b) All residents will be provided the Request Form again at the time of recertification, and upon request.
- (c) DCHA will respond in writing to all requests for reasonable accommodation.
- (d) All decisions to grant or to deny reasonable accommodations will be communicated in writing and in the form requested by the individual.

7403.3 Examples of reasonable accommodations may include, but are not limited to:

- (a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability that is on the lease;

- (b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- (c) Allowing a live-in aid to reside in an appropriately sized DCHA unit;
- (d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- (e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- (f) Making documents available in large type, computer disc or Braille;
- (g) Making sign language interpreters available to meet with staff or at resident meetings;
- (h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- (i) Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;
- (j) Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and
- (k) As a reasonable accommodation for a family member with a disability, approving a request for exception payment standard amounts under the Housing Choice Voucher Program in accordance with 7415.

7404

REQUEST FOR REASONABLE ACCOMMODATION BY PUBLIC HOUSING RESIDENTS AND APPLICANTS

7404.1

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of District of Columbia and/or federal law;
- (b) A fundamental alteration in the nature of the DCHA public housing program;
- (c) An undue financial and administrative burden on DCHA;
- (d) A structurally unfeasible alteration; or
- (e) An alteration requiring the removal or alteration of a load-bearing structural member.

- 7404.2 All requests for reasonable accommodation shall be reduced to writing on the reasonable accommodation form by the resident or potential resident, DCHA staff, or any person identified by the individual. This form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.
- 7404.3 The Property Manager shall request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation form as well as suggested reasonable accommodations to assist the resident in the opportunity to fully enjoy the dwelling unit or non-housing program.
- 7404.4 The following may provide verification of a resident's disability and the need for the requested accommodation:
- (a) Physician;
 - (b) Licensed health professional;
 - (c) Professional representing a social service agency; or
 - (d) Disability agency or clinic.
- 7404.5 The property manager forwards their recommendation and all materials and verifications to the Director of Housing Management in the Regional Office within ten (10) days of receipt.
- 7404.6 The Director of Housing Management for the Region may approve a request for a reasonable accommodation, but may not deny a request. The decision to approve or deny the reasonable accommodation request shall be made as expeditiously as possible but must be within sixty (60) working days of the receipt of the request.
- 7404.7 All recommendations for denial from the Director of Housing Management for the Region must be forwarded to the ADA/504 Coordinator for further review and final determination.
- 7404.8 Once the decision has been made to approve a request for a reasonable accommodation, a copy of all documents shall be forwarded to the ADA/504 Coordinator.
- 7404.9 The resident will be notified in writing of the final reasonable accommodation determination by the ADA/504 Coordinator, Regional Office or property manager. If the accommodation is approved, the resident will be notified of the projected date for implementation. If the accommodation is denied, the resident will be notified of the reasons for denial.
- 7404.10 All recommendations that have been approved by the ADA/504 Coordinator will be forwarded to the appropriate Regional Director of Housing Management for implementation. All requests for reasonable accommodation that are approved by the Director of Housing Management will promptly be implemented or begin the process of implementation

7404.11 If a request for a reasonable accommodation is denied pursuant to the reasons provided in § 7404.8, DCHA will seek to provide the individual with a disability an alternative opportunity to fully participate in the program or activity provided by DCHA.

7404.12 DCHA shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS compliant unit in that resident's project or an adjacent project, DCHA may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu of providing structural modifications. However, if that resident rejects the proffered transfer or voucher, DCHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue administrative and financial burden.

7404.13 If the resident accepts the transfer, DCHA will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within 30 days of the assignment of the dwelling unit, DCHA shall pay the reasonable moving expenses. Nothing contained in this paragraph is intended to modify the terms of DCHA's Tenant and Assignment Plan and any resident's rights thereunder.

7404.14 When issuing a voucher as an accommodation, DCHA must include a list of current available accessible units known to DCHA, upon request. DCHA will also provide search assistance. DCHA may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing.

7404.15 Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. Sign language interpreters and readers will be made available upon request.

7405 OCCUPANCY OF ACCESSIBLE UNIT

7405.1 DCHA has units designated for persons with mobility, sight and hearing impairments referred to as accessible units.

7405.2 DCHA will offer these accessible units to families in the following order:

- (a) First: Current occupant of another public housing unit who has a disability that requires the special features of that unit;
- (b) Second: An eligible qualified applicant on the public housing waiting list having a disability that requires the special features of the unit; and
- (c) Third: If there are no eligible qualified applicants on the public housing waiting list, a non-disabled applicant will be offered the unit. DCHA will require that the non-

disabled applicant agree to sign a lease that requires the applicant to move to an available non-accessible unit when either a current resident or applicant needs the special features of the unit.

7405.3 A Reasonable Accommodation Waiting List will be created and maintained by date and time of request pursuant to the order of families created by § 7405.2.

7405.4 The first qualified current resident in sequence on the list of residents seeking reasonable accommodations will be offered a unit of the appropriate size with the special features required. If more than one unit of the appropriate size and type is available, the first unit offered will be the first unit that is ready for occupancy.

7405.5 Upon inspection of the offered unit, the resident or applicant will be required to sign a Letter of Acceptance/Rejection of an Accessible Unit. DCHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

7405.6 A current resident will receive two (2) offers of accessible units before his/her name is moved to the end of the Reasonable Accommodation Waiting List.

7405.7 An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List.

7406 GRIEVANCES

7406.1 The public housing applicant or resident complainant may file a complaint in accordance with DCHA's grievance procedure (Title 14 DCMR 63 – Low Rent Housing: Grievance Procedures) following a decision by the ADA/504 Coordinator.

7406.2 The Housing Choice Voucher and Moderate Rehabilitation Program participant and applicant complainant may file a complaint in accordance with DCHA's grievance procedure (Title 14 DCMR 89 – Complaints and Appeals For Section 8 Program Participants) following a decision by the ADA/504 Coordinator.

7406.3 An applicant or resident may, at any time, exercise their right to appeal a DCHA decision through HUD or the Department of Justice.

7407 EXTENSIONS OF HOUSING CHOICE VOUCHERS

7407.1 Extensions beyond the maximum term of one hundred eighty (180) days are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.

7408 EXCEPTION PAYMENT STANDARD AMOUNTS

7408.1 DCHA may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities.

7408.2 Upon request by an applicant, participant, or their representative, DCHA will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, documentation of the need for the exception payment standard must be provided to DCHA by the applicant, participant or the representative.

7408.3 In exceptional cases, DCHA may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided documentation is provided by the applicant, participant or the representative.

7409 SERVICE OR ASSISTANCE ANIMALS

7409.1 Residents of DCHA with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. DCHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy.

7409.2 Assistance animals are not subject to the requirements of DCHA's pet policy.

7409.3 Residents must register their assistance animal with their Property Manager before it is brought onto DCHA's property, and must update the registration annually at the Property Manager's Office. The registration must include a certificate signed by a licensed veterinarian or a local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable local law.

7410 RECERTIFICATION\LEASE RENEWAL

7410.1 Thirty (30) days before the date for recertification/lease renewal for a public housing resident or a participant in the Housing Choice Voucher/Moderate Rehabilitation Programs, DCHA will provide a notice along with a package to the family to initiate the recertification/lease renewal process.

7410.2 If requested as a reasonable accommodation by an individual with a disability, DCHA shall provide the notice of recertification/lease renewal in an accessible format.

7410.3 DCHA shall also mail the notice to a third party, if requested as a reasonable accommodation for an individual with disabilities. This accommodation will be granted upon verification that it meets the need presented by the disability.

7410.4 The recertification/lease renewal package will include a Notice of Rights and Opportunities which will include a description of the following:

- (a) The right of a resident to request a reasonable accommodation for any member of the family who has a disability in order to allow the individual with a disability to better use the residence and DCHA's facilities and programs;
- (b) The right to file a grievance in accordance with DCHA's Public Housing Grievance Procedures or Informal Hearing Procedures for the Housing Choice Voucher/Moderate Rehabilitation Programs, as appropriate. The right of residents and participants to request a grievance or informal hearing, as appropriate, in matters such as reasonable accommodations or any issue in which the resident or participant feels that DCHA has unfairly modified his/her rights, welfare, or status and about which the resident or participant has been unable to resolve with the property manager, the ADA/504 Coordinator or the department involved.

7410.5 Where personal interviews are required as part of the re-certification/lease renewal process, individuals with disabilities who are unable to come to DCHA's offices, will be granted an accommodation by conducting the re-certification/lease renewal interview at the individual's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

7410.6 If the family does not cancel a re-certification/lease renewal interview scheduled at the DCHA's offices or is not at home at the time of a scheduled home visit, DCHA may initiate action to terminate the family's assistance. However, an exception may be granted if the family is able to document an emergency situation that prevented them from canceling or attending the interview or if requested as a reasonable accommodation for an individual with a disability.